

The New Jersey State Parole Board

PAROLE AFTERCARE AND TRANSITIONAL HOUSING PROGRAM

Bid Specifications

Issue Date: May 5, 2014

Submit Proposals to:

Leonard Ward, Director
Divisions of Parole and Community Programs
New Jersey State Parole Board
P.O. Box 862
Trenton, New Jersey 08625

Physical Location for Express or Hand-Deliveries

Central Office
171 Jersey Street
Building 1
Trenton, NJ 08611

Submission Deadline: June 5, 2014 at 3:00 p.m.

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ATTACHMENT A

State of New Jersey Bureau of Purchase and Property Standard Terms and Conditions

A copy of the standard terms and conditions governing this procurement can be downloaded from the web site for the State of New Jersey, Department of the Treasury, Division of Purchase and Property, listed below:

<http://www.state.nj.us/treasury/purchase/forms/pbst.pdf>

ATTACHMENT B

**Parole Aftercare and Transitional Housing Program
Notice of Availability of Grant Funds as Published in the
New Jersey Register**

PUBLIC NOTICE

CORRECTIONS **NEW JERSEY STATE PAROLE BOARD** **NOTICE OF AVAILABILITY OF STATE FUNDS**

State Grant in Aid Funding – Stages to Enhance Parolee Success Program
Parole Aftercare and Transitional Housing Program

Take notice that the New Jersey State Parole Board hereby announces the availability of State funds for the provision of residential programs and services:

- A. Name of Program:** Parole Aftercare and Transitional Housing (PATH) Program
- B. Purpose:**
The primary purpose of the PATH Program is to reduce recidivism through the provision of a supportive, transitional living environment for male offenders under the supervision of the New Jersey State Parole Board that are in need of transitional housing. The PATH Program shall provide access to an array of reentry services, but have a primary emphasis on homelessness prevention and the development of a stable, supportive housing plan for the offender upon release from the PATH Program facility.
- C. Amount of money in the program:**
Total amount of available funding for Fiscal Year 2015 is anticipated to be approximately \$452,600 to be paid on a fee-for-service basis with no guarantee of a minimum. Grant funding is expected to support only a single award. An award shall begin on or about July 1, 2014, and will be made for an initial period of three years, with the option for two one-year extensions not to exceed five years in total. Funding is contingent upon State needs, availability of funds, and satisfactory contract performance. Funding estimates may vary and are subject to the Annual Appropriations Act.
- D. Procedure for eligible organizations to apply:**
Private or public agencies, for-profit or not-for-profit organizations, or companies incorporated in or qualified to do business in the State of New Jersey may apply for funding under the program. A prior contract with the New Jersey State Parole Board does not guarantee the awarding of a new contract under this notice.
- E. Qualifications required by an applicant to be considered for funding:**
The applicant must have a minimum of two years' experience providing services to an adult offender population. The applicant must have an appropriately licensed residential facility (ies) located in the State of New Jersey and must be qualified to do business in the State of New Jersey. The applicant must meet staffing, facility and other requirements as delineated in the PATH Program bid specifications and have the ability to initiate services effective on or about July 1, 2014. The New Jersey State Parole Board shall give priority, for consideration of funding, to proposed programs located in Middlesex County – New Brunswick or vicinity, although applicants proposing services in other geographic locations of the State will be considered.

F. Procedure for eligible organizations to apply:

Applicants interested in applying for and providing services under the PATH Program should write to the address below or call (609) 943-4432 for a copy of the program specifications. A proposal must be written, submitted and received in response to the program specifications by **3:00 p.m. on Thursday, June 5, 2014.**

For information on PATH Program funding, contact:

Leonard Ward
Director
Divisions of Parole and Community Programs
New Jersey State Parole Board
P.O. Box 862
Trenton, NJ 08625
(609) 943-4432

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

The primary purpose of the Parole Aftercare and Transitional Housing (PATH) Program is to provide a supportive, transitional environment for homeless offenders on parole that provides an array of reentry services but has a primary emphasis on homelessness prevention and the development of a stable, supportive housing plan for the individual upon release from the PATH Program. The New Jersey State Parole Board (NJSPB) is interested in contracting with private or public agencies, for-profit or not-for-profit organizations or companies incorporated in or qualified to do business in the State of New Jersey for the development and operation of this program. The NJSPB shall give priority, for consideration of funding, to proposed programs located in Middlesex County – New Brunswick or vicinity, although applicants proposing services in other geographic locations of the State will be considered.

1.2 BACKGROUND

Each year, approximately 1,800 offenders are released from New Jersey prisons on parole as “placement cases.” These are individuals who have no suitable address or “parole plan” to be released to upon leaving the correctional institution or residential treatment facility. In such cases, the NJSPB utilizes limited financial aid to place these individuals into rooming houses, shelters and other types of temporary housing arrangements until they are able to access general assistance and, hopefully, employment, enabling them to secure a more permanent residence. In New Jersey, welfare reform and changes in public housing regulations have made a number of offenders with felony drug convictions (approximately 35% of NJ Department of Corrections population) ineligible for funding and housing placement. Although these individuals are supervised while on parole, they are returning to society with little or no support upon exiting the prison system. The lack of a stable and supportive environment increases the likelihood of these offenders returning to jail, mental health facilities, or relapsing into addictive behaviors.

Housing is a major barrier to successful reentry. With no income immediately upon release, ex-offenders lack resources for rent and other housing costs, which limit housing options. Screening for criminal history is common by landlords. Furthermore, a growing number of men and women with severe mental illnesses are in jail or prison. Many repeatedly cycle through corrections facilities, costing the criminal justice system and our communities’ significant resources and causing pain to the individual and their families. When they are released from prison, they lack benefits to receive mental health treatment and access to services. It is the desire of the NJSPB, through the PATH Program, to provide a stable and supportive housing environment that is designed to make a positive and significant impact upon parolee reentry.

The following is current contract information for the PATH Program:

<u>PROVIDER</u>	<u>RESIDENTIAL BEDS</u>	<u>PER DIEM</u>
New Jersey Association on Correction (Sanford Bates House - New Brunswick, NJ – Male Parolees)	19	\$65.26

1.3 TARGET POPULATION AND PROGRAM SIZE

The target population shall be male “placement case” offenders on parole who are homeless at the time of their release from prison or paroled offenders who become homeless during their period of parole supervision. The PATH Program shall not deny admission to the program based on offense history or prior program participation. The NJSPB shall assign participants to this program.

A maximum of 20 program participants shall be assigned to the PATH Program at any given time. This contract does not guarantee maintaining any minimum population level at the facility (ies). Should there be a need to reduce staff or services, such reduction must have the written approval of the NJSPB.

The NJSPB shall assign participants to the PATH Program. The program shall not deny admission based upon offense history or prior program participation. If the Contractor refuses a participant’s admission into the program, they must provide written notice to the NJSPB including reasons for denial and other supporting documentation; however, the final decision rests with the NJSPB. The Contractor is expected to delineate any exclusionary criteria that may be applicable to its program in the proposal submitted in response to this Request for Proposal.

1.4 PROGRAM LENGTH OF STAY

It is anticipated that each resident parolee’s length of stay in the PATH Program shall vary from 30 to 180 days with an estimated average length of stay of ninety (90) days. However, the goal of the program is to maximize the potential for the successful reentry of the parolee, therefore progress in meeting the parolee’s needs shall be considered to determine the length of time that a resident parolee remains in the program facility.

The Contractor shall be reimbursed on a per diem basis for those parolees who are assigned to the PATH Program. The Contractor shall not be reimbursed for resident parolees who have been discharged from the program, who have absconded, or who have reached their maximum expiration date.

2.0 DEFINITIONS

The following definitions will be part of any contract awarded as a result of these Bid Specifications.

Absconder – A parolee who physically removes himself from the PATH Program prior to the successful completion of the stipulated period of time mandated by the NJSPB. For program reporting purposes, a parolee that physically removes himself from the facility shall be referred to as an Abscond from Program (AFP) and a parolee that fails to return to the program facility following the issuance of a valid pass for employment or social services shall be known as a Failure to Return (FTR).

Addendum – Written clarification or revision to this RFP issued by the NJSPB.

Administrative Expenses - Administrative expenses include non-program costs such as the salaries and fringe benefits of the company president, human resources personnel, accounting, information technology, the depreciation expense for equipment and space used in administration, as well as supplies, utilities, etc.

AFP – Abscond from Program.

Attachment – Documents referred to within these Bid Specifications and noted as Attachments.

Bidder – An individual or business entity submitting a proposal in response to this RFP.

Bid Specifications – This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the NJSPB.

Central Communications Unit – The Unit within the Department of Corrections that the Contractor is required to contact via telephone after regular business hours to report emergent circumstances occurring in the Contractor's facility that are otherwise reportable to the NJSPB.

Chairman – The Chairman of the NJSPB.

Community Programs Division – The Division within the NJSPB that shall provide direction and monitoring for this contract.

Contract – This RFP, any addendum to this RFP, and the Bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor - The Bidder awarded a contract resulting from this RFP.

Correctional Facilities – All institutions operated by state and county authorities to which offenders are committed under sentence as adults that shall also include all jails and contracted facilities where sentenced offenders may be housed.

Court Orders – Any orders, judgment or opinions issued by a court of competent jurisdiction or any stipulations, agreements or plans entered into in connection with litigation that govern the operation management or maintenance of the facility or facilities or relate to the care and custody of parole violators in the facility or facilities, whether currently existing or as may be rendered in the future.

D.P.O. – A District Parole Office of the NJSPB.

D.P.S. – A District Parole Supervisor of the NJSPB.

Education - An active engagement in educational activity / pursuit.

Employment - An active engagement in full- or part-time verifiable employment.

Evaluation Committee – A committee established by the NJSPB to review and evaluate proposals submitted in response to these Bid Specifications and to recommend a contract award to the Chairman of the NJSPB.

Evidence-Based Practice (EBP) - Recent research efforts based upon meta-analyses that have provided the criminal justice field with much-needed information about how to better reduce offender recidivism. This research indicates that certain programs and intervention strategies, when applied to a variety of offender populations, reliably produce sustained reductions in recidivism.

Exhibit – Documents referred to within these Bid Specifications and attached as Exhibits.

Facility or Facilities – The physical location from which the Contractor operates the program(s).

FTR – Failure to Return.

Firm Fixed Price – A price that is all-inclusive of direct costs and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Individualized Service Plan- The case plan or documentation prepared and maintained by the Contractor on each resident parolee that reflects progress or lack of progress in addressing established program goals and objectives.

Inmate – An offender who has received a court-ordered sentence requiring confinement in the care and custody of the United States Bureau of Prisons, State Department of Corrections, county correctional facility or any other appropriate jurisdiction.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

Maximum Accountability – Contractor's knowledge of each resident parolee's location and activities on a twenty-four (24) hour per day, seven (7) day per week basis.

May – Denotes that which is permissible, not mandatory.

N.J.A.C. – New Jersey Administrative Code.

N.J.S.A. – New Jersey Statutes Annotated.

NJSPB – New Jersey State Parole Board.

NJSPB Representative – The NJSPB staff member assigned as liaison or designee to the Contractor's program.

Notice – An official written communication from the NJSPB to the Contractor, or to such other persons as either party may designate in writing. All notices shall be delivered in person, via e-mail or by certified mail with return receipt specified or facsimile transmission with confirmation notice.

Parolee – An offender under the supervision of the NJSPB.

Parole Violator – An offender under the supervision of the NJSPB who has seriously and/or persistently violated a condition(s) of parole.

Participate – The full-time engagement, interaction, involvement and communication with respect to each assigned resident parolee.

PATH – The Parole Aftercare and Transitional Housing Program.

Per Diem Rate – The all-inclusive cost per resident parolee, per day, which the Contractor bills the NJSPB.

Placement Case – A parolee who does not have a current approved residence of record and requires a temporary living arrangement.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the NJSPB.

Service Date – The date the facility or facilities become(s) operational and provides services to resident parolees as set forth in these bid specifications.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a proposal as non-responsive.

Should – Denotes that which is recommended, not mandatory.

Small business – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue, Small Business Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

State – The State of New Jersey.

Subcontractor – An entity having an arrangement with a State Contractor, whereby the State Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the Contractor's] obligations under the contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

Subtasks – Detailed activities that comprise the actual performance of a task.

Task – A discrete unit of work to be performed.

Test of Adult Basic Education (TABE) - a diagnostic test used to determine a person's skill levels and aptitudes.

Transaction - The payment or remuneration to the Contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

3.0 SCOPE OF WORK

The Bidder's response shall constitute the scope of the agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this proposal and addressed by subsequent amendments and policies.

The Bidder agrees to perform all acts and services and comply with all duties and promises as described in these Bid Specifications.

The NJSPB agrees to perform all acts and services and comply with all duties and promises as described in these Bid Specifications.

The Contractor shall indicate its ability to operate a residential facility or facilities capable of providing the services outlined in these Bid Specifications.

The Contractor shall initiate and adhere to clinical intervention practices that are consistent with the principles of Evidence-Based Practice (EBP). This includes the administering of assessment tools upon intake to measure risk, determining individual case planning strategies, and identifying individualized needs. A service delivery model based upon individualized risk and needs assessment results shall be implemented to ensure that high-risk offenders identified through the conducting of a validated risk assessment instrument receive more intensive and additional services. Conversely, low-risk offenders shall receive less intensive services. The Contractor shall administer programming through a cognitive behavioral modality, or minimally cognitive programming skills should be implemented within other modalities. Criminogenic targets shall be addressed in programming. Clinical supervision practices and mechanisms to provide staff feedback shall be in place upon contract award to maintain program fidelity on an ongoing basis.

Upon receipt of a properly executed Release of Information form, the NJSPB will provide the Contractor with copies of classification material in the possession of the NJSPB which include the Judgment of Conviction, Pre-Sentence Investigation, Level of Service Inventory-Revised (provided one has been conducted), applicable psychological report(s) and medical form.

The NJSPB will assign a staff member(s) to each program that will be responsible for supervising the offenders assigned to each facility and reviewing their progress in the program. The NJSPB shall provide Division of Parole contact information with respect to offenders under the supervision of the NJSPB. The NJSPB representative will be responsible for ensuring that the Contractor receives classification material for each resident parolee assigned to the Contractor's facility.

The Contractor shall provide verification that each facility in which it is proposing to provide program services has been accredited by either the American Correctional Association (ACA) or the Commission on Accreditation of Rehabilitation Facilities (CARF). If the proposed facility is not accredited by either ACA or CARF at the time of proposal submission, the Contractor shall have eighteen (18) months from the contract effective date to obtain either ACA or CARF accreditation. The NJSPB reserves the right to impose liquidated damages and/or terminate any contract with any Contractor who has not either achieved accreditation through ACA or CARF within eighteen (18) months from the contract effective date or has failed to maintain said accreditation during the term of the contract with the NJSPB.

3.1 PROGRAM SERVICES OVERVIEW

The Contractor shall provide residential services in a supportive, non-punitive environment to assist resident parolees in successfully reentering society. The Contractor shall include in the bid response a plan to address the following required services to all resident parolees assessed in need of the following:

- Program Orientation;
- Assessments;
- Individualized Service Plans;
- Access to Employment Services;
- Life Skills Training;
- Regular House Meetings;
- Linkages with various community resources, in conjunction with the NJSPB representative, to meet the identified needs of the resident parolee;
- Assistance with registering with applicable County Social Services agency;
- Registration with the Department of Labor's One Stop Operating System (OSOS); and
- Communication with the NJSPB representative.

The Contractor is responsible for ensuring that required programs and services are reflected in the daily schedule, and that the integrity of the schedule is maintained at all times. Delivery of programming and instruction may not be postponed due to staff resource issues. The Contractor shall develop internal procedures to ensure the delivery of programs and services by qualified staff in the event of staff absences/resignations, through the use of substitute staff and/or appropriate learning curriculum and material (i.e. educational DVD's, educational workbooks).

The Contractor shall provide all training materials to be utilized for the required programming as stated in this section.

The Contractor shall include in the bid response a plan to include the following required additional services:

- Food services;
- Procedures for emergency and non-emergency medical, dental and mental health services; and
- Transportation services;

The Contractor shall provide an effective assessment process which includes administering screening and assessment tools that focus on dynamic and static risk factors that are ultimately addressed in an individualized service/case plan.

3.2 LIFE SKILLS TRAINING

The Contractor shall provide life skills training, which shall include an assessment of problem-solving and decision-making abilities, as well as other skills, such as:

- Conversational skills;
- Respect and concern for others;
- Appropriateness in varied social settings;
- Attachments, ability to form and sustain friendships and relationships, constructive leisure and recreational activities;
- Anger and conflict resolution/reduction, impulse management, and criminality and distorted thinking ;

- Anti-social peer associations with an emphasis on reducing gang involvement;
- Cultural diversity; and
- Health and wellness.

3.3 INDIVIDUAL, GROUP AND FAMILY INTERVENTIONS

The Contractor shall complete and maintain an initial case assessment and develop a service plan for each resident parolee. Based upon the initial case assessment and service plan, a resident parolee shall attend and participate in the counseling programs deemed most appropriate to the resident parolee's personal, social and familial needs.

The Contractor shall provide interventions to resident parolees and, whenever possible, to their families and/or significant others. This program shall minimally include the following:

- Education on domestic violence;
- Problem resolution techniques for all involved in the therapeutic process;
- Parenting skills; and
- Principles of fostering a pro-social family environment.

3.3.1 FAMILY SERVICES AND SUPPORT

The Contractor shall maintain relationships with a comprehensive network of Family Success Centers, Family Support Organizations, human service agencies, public agencies and other community organizations in order to connect resident parolees and their families with necessary services.

The Contractor shall screen all resident parolees upon intake, and make referrals to community counseling and service programs deemed most appropriate to the resident parolee's personal, social and familial needs.

Referral services shall minimally include the following as appropriate:

- Family counseling;
- Education on domestic violence;
- Victim and trauma services;
- Family health;
- Mentoring;
- Parenting skills; and
- Child Care.

Information regarding Family Success Centers and Family Support Centers may be accessed via the following New Jersey Department of Children and Families website links:

<http://www.state.nj.us/dcf/families/support/success/>
<http://www.state.nj.us/dcf/families/support/support/>

3.4 SUBSTANCE ABUSE EDUCATION AND REFERRALS

The Contractor shall perform a case history review on every resident parolee participating in the PATH Program to determine the extent of the substance abuse problem (if any) and conduct either a Substance Abuse Subtle Screening Inventory (SASSI) or Texas Christian University Drug Screen (TCUDS) on each

resident parolee. This assessment shall form the basis of any referral to a NJSPB Mutual Agreement Program provider under contract with the Department of Human Services, Division of Mental Health and Addiction Services.

The Contractor shall, after consulting with the NJSPB, be permitted to initiate a referral of an offender under NJSPB supervision to a NJSPB Mutual Agreement Program provider under contract with the Department of Human Services, Division of Mental Health and Addiction Services to provide outpatient substance abuse treatment services.

The PATH Program should encourage in-house Alcoholics Anonymous/Narcotics Anonymous/Gamblers Anonymous (AA/NA/GA) groups.

3.5 COMPUTER-SUPPORTED EDUCATIONAL AND VOCATIONAL PROGRAMS

The Contractor shall provide access to a program to include continuing educational opportunities and financial aid information.

The Contractor shall provide resident parolees with access to on-site computer supported programming including, but not limited, to the following:

- Literacy programs;
- English as a Second Language (ESL);
- Adult basic education;
- General Equivalency Diploma (GED) preparation;
- Vocational programming to include aptitude testing and remediation for any noted deficiencies;
- Basic computer skills; and
- Distance learning curriculum.

Linkages with the local Boards of Education and vocational programs shall be established to ensure that eligible resident parolees are referred to appropriate educational and vocational programs and receive credit for the academic work they complete while in the program.

3.6 FOR THE SPECIAL NEEDS POPULATION

The Contractor shall provide programming and services that acknowledge and incorporate diversity among resident parolees, not only in type of criminal offenses, but taking into consideration the following factors: culture; gender; age; mental illness (DSM - IV R diagnosis); prescription medication management and secure storage and dispensing of prescription medication; sex offender; long-term medical conditions; physical and developmental disabilities; anti-social tendencies and gang involvement.

In-service training and ongoing staff development shall include issues related to these specific populations.

The Contractor shall ensure that an appropriate amount of time shall be devoted to each parolee requiring independent living/reintegration skills training.

3.7 PROGRAM ORIENTATION

During the first fourteen (14) calendar days upon entry into the program, each resident parolee shall participate in and complete the assessment and orientation process.

3.8 RESIDENT PAROLEE ASSESSMENTS/CASE PLANS

An effective assessment process includes administering tools that identify problematic areas that are ultimately addressed in an individualized service/case plan.

Within the first fourteen (14) calendar days upon entry in the program, the Contractor shall be responsible for assessing the needs of each resident parolee through the administration of the Level of Service Inventory-Revised (LSI-R) and either the Substance Abuse Subtle Screening Inventory (SASSI) or the Texas Christian University II Drug Screen II (TCUDS II), for each resident parolee.

The Contractor shall use these assessments to develop an individualized service plan that shall guide the resident parolee's stay in the program.

In addition, the Contractor shall ensure that each resident parolee is directed to the closest Department of Labor One Stop Office and is entered on their One Stop Operating System (OSOS). Where possible, the Contractor shall receive updated Test of Adult Basic Education (TABE) scores from the Department of Labor OSOS.

There shall be periodic reviews of the individualized service plan, noting the extent to which the resident parolee is meeting program and parole expectations. Progress shall be reviewed by the assigned case manager in conjunction with the NJSPB representative and shared with the resident parolee.

The Contractor shall assist the resident parolee in obtaining documents that shall be necessary in the reintegration process (i.e. social security card, birth certificate, reinstatement of driver's license, etc.).

All programs, services, and opportunities shall be provided without discrimination.

3.9 CASE FILES

The Contractor shall maintain a single, centralized case file on each resident parolee participant of the program, which shall contain copies of all documentation pertaining to each resident parolee. Separate case files, whose entire contents shall be included in the centralized case file, may also be retained within distinct program operations such as medical or classification. The notation *Confidential* shall be affixed to each file or applicable section.

The Contractor shall strictly adhere to applicable local, State and federal procedures and guidelines regarding confidentiality. The Contractor shall prepare and maintain properly organized case files which include pertinent information provided by the NJSPB as well as the Contractor's intake information, case assessment, individualized service/case plans, progress notes, progress reports, discharge/aftercare summary and other relevant information.

A written release of information shall be obtained from each resident parolee unless release is prohibited pursuant to court order, statute, or regulation. The Contractor shall have written procedures for the release of case file information to include, at a minimum:

- Resident parolee's signed and dated Release of Information Form;
- Name of the person, agency, or organization to whom the information is to be released; and
- Signature of the facility employee who released the information and the date of the release of information.

The Contractor shall mark all resident parolee records *Confidential* and store them in a locked area within the staff offices, which shall be accessible only to authorized facility and NJSPB staff

3.10 PROGRESS REPORTS

The Contractor shall prepare progress reports on each resident parolee that are available for review by the NJSPB representative that shall include, at a minimum, the following information:

- Program Goals and Objectives;
- Vocational/Educational/Employment - description of activities;
- Drug/Alcohol/Mental Health/Family/Life Skills Counseling;
- Problems/Minor Infractions;
- Incidents; and
- Summary.

Program staff, in consultation with the assigned NJSPB representative, shall determine appropriate actions when there are problems (e.g. lack of progress by resident parolee) and, if clinically appropriate, the resident parolee shall be moved to a higher or more intensive level of supervision or another program facility.

Progress reports shall be prepared every thirty (30) calendar days at a minimum to document the progression of the attainment of each resident parolee's goals as determined at the time of assessment. All progress reports shall follow the resident parolee in the event a resident parolee is moved to another program facility.

3.11 REQUIRED MEDICAL SERVICES

The Contractor shall provide space and staff that have the ability to administer non-emergency medical procedures and triage services. The Contractor shall ensure that the space complies with New Jersey Department of Health and Senior Services standards, which may be accessed via the following website link: http://www.state.nj.us/health/healthfacilities/documents/ac/njac43a_stdlicambfac.pdf

The Contractor shall provide immediate verbal and e-mail notice to the NJSPB Division of Parole representative whenever a resident parolee is required to receive off-site medical services. When providing verbal and e-mail notification, the Contractor shall provide the status of the medical condition, resident parolee's name, identifying number and the date, time and location where the medical service is to be provided. The Contractor shall ensure that program staff accompany and remain with all resident parolees while the resident parolee is being processed for admission at the medical facility or medical attention has been provided and the resident parolee has been medically cleared to return to the program facility and transported by program staff. Program staff shall remain at the medical facility for a maximum of five (5) hours. In all cases, the NJSPB shall be immediately advised via telephone of staff separation from the resident parolee.

The Contractor shall readmit resident parolees into its facility that have previously been transported from the Contractor's facility to a medical facility for medical treatment (routine or emergency) pending review by the NJSPB regarding their retention status. The only exception to this shall involve situations whereby the documentation provided by the medical facility indicates the medical condition is of such a nature that it would negatively affect the facility's population (e.g. communicable disease).

3.11.1 MEDICAL DISCHARGE

There may be instances whereby resident parolees require immediate medical attention as presented to the NJSPB by the Contractor's medical staff. Immediate medical attention may need to be provided as the result of a chronic condition that presents a clear and present danger to the resident parolee and/or the population of the program which cannot be properly addressed with the means at the disposal of the Contractor. In such instances, the Contractor may recommend a medical discharge subject to the review and approval of the NJSPB.

Upon determination of the above, specified NJSPB Division of Parole supervisory staff shall be immediately notified by program staff through normal channels of communication, including Central Communications Unit (CCU) reporting after hours, with a comprehensive report provided via e-mail to designated NJSPB Division of Parole supervisory staff within one (1) business day of medical discharge.

Any medical discharge that is not determined and articulated as noted above, or the return of any resident parolee to the PATH Program from a certified medical facility with a medical clearance from the medical facility that is refused admittance back to the PATH Program by the Contractor, shall be considered an invalid medical discharge.

In the event the NJSPB determines the Contractor has improperly issued a medical discharge, the NJSPB reserves the right to deduct all per diem charges previously incurred for any such resident parolee from the Contractor's monthly billing invoice.

3.11.2 CRITICAL ILLNESS/DEATH/NOTIFICATION OF NEXT OF KIN

In the event of the critical illness, death or need to notify the next of kin of a resident parolee assigned to the PATH Program, the Contractor shall immediately notify the NJSPB.

3.12 TRANSPORTATION

The Contractor shall assist resident parolees with transportation needs while assigned to the PATH Program, as well as to court appointments and for emergency and non-emergency medical treatment when the need has been established and approved by the NJSPB. Resident parolees shall receive assistance with transportation to any scheduled off-site events, such as outings and recreational activities, mental health and substance abuse consultations and treatment, etc. The Contractor shall not charge resident parolees for this transportation assistance.

3.13 SOCIAL SERVICES

Each resident parolee shall be provided with access to register with the New Jersey Department of Labor and Workforce Development's One-Stop Operating Center and access to the Department of Labor's on-line internet services.

Each resident parolee shall be provided with access via either telephone, internet or in-person site visit to all other related entitlements and services including, but not limited to: the United States Veterans Administration, Social Security Administration, and the applicable County Social Services Agency. The NJSPB representative shall advise the Contractor of any off-site activities that are not approved with respect to each resident parolee.

3.14 FOOD SERVICES

The Contractor shall provide food services for resident parolees assigned to the facility consisting of three (3) nutritious meals for each resident parolee during a twenty-four (24) hour period that shall include, but not be limited to, the provision of special diets for medical or religious requirements. A bagged lunch shall be made available for resident parolees who are employed while in residence at the facility. The Contractor's food service operation area shall comply with State health regulations and Department of Community Affairs standards. At a minimum, the amount of daily calories shall conform to the recommended dietary allowances published by the National Academy of Sciences.

3.15 RESIDENT PAROLEE IDENTIFICATION CARDS

All resident parolees shall be issued a laminated picture identification (I.D.) card that they shall be required to wear when engaged in program activities and common areas. Each identification card shall contain an entrance photograph, the resident parolee's name as determined by the NJSPB representative, and the resident parolee's identification number(s). The reverse side of the identification card must contain the name and contact information of the Contractor's program.

3.16 EMPLOYEE IDENTIFICATION BADGES

All Contractor employees shall wear a Contractor-issued identification badge whenever they are at work or are visiting a NJSPB staffed office within a correctional institution, program, or the NJSPB Central Office. This I.D. does not imply that the Contractor's employee is an employee of the NJSPB.

3.17 REQUIRED PERSONAL NECESSITIES

Upon admission to the facility, the Contractor shall provide, free of charge, clean linens (two sheets and one (1) pillowcase), one (1) pillow, one (1) blanket and two (2) bath towels to each resident parolee. A second set of clean linens, blanket and towels shall be kept on hand and stored in a linen closet for each resident parolee. Linens and towels shall be laundered by the Contractor and rotated on a weekly basis and replaced if they are worn or stained.

Upon admission to the facility, the Contractor shall provide, free of charge, toiletry items such as soap, toothbrush, toothpaste, deodorant, shampoo, safety razor, etc. to all resident parolees. Thereafter, resident parolees shall purchase these toiletry items through the facility commissary unless the resident parolee demonstrates they do not have the ability to pay for such items, at which time the Contractor shall continue to provide these items, free of charge, until the resident parolee has the ability to purchase these items.

The Contractor's staff shall assist resident parolees in obtaining needed clothes and shoes through local clothes closets maintained by charitable organizations or through other means to ensure resident parolees have sufficient and appropriate clothing and shoes to meet their needs at no cost to the resident parolee.

3.18 PERSONAL PROPERTY

The Contractor shall adhere to the following guidelines with respect to each resident parolee's personal property:

- Neither the NJSPB or the Contractor shall be responsible for the personal property of resident parolees;
- The Contractor shall set rules and regulations restricting the types of valuables and personal property permitted into the facility to reduce the likelihood of property-related incidents;

- Resident parolees may be permitted to retain in their possession such items of personal property in the facility as are permitted pursuant to the Contractor's published rules and regulations;
- Resident parolees shall make arrangements to have valuables and excessive property as defined by the Contractor sent home prior to transfer to the facility;
- Resident parolees shall have access to a locker or receptacle that shall contain their personal property. The locker or receptacle must be able to be secured by the resident parolee and clearly marked and identified for each resident parolee according to their designated sleeping area (bunk/bed); and
- Any property remaining at a Contractor site following the resident parolee's departure must be collected, accounted for, and retained by the Contractor. Immediate notice to the NJSPB Division of Parole must be made and the resident parolee's personal effects retained for a period of thirty (30) days from the date of the offender's departure from the program facility, unless the items have been picked up and signed for by an individual(s) authorized by the resident parolee to retain their personal effects.

3.19 LOGBOOK – SIGN IN/OUT

The Contractor shall provide and maintain a resident logbook and require resident parolees to sign in and out of the facility recording destinations and times of arrivals and departures. A separate logbook shall be utilized and maintained on a daily basis for visitors to the facility. The Contractor shall provide access to its visitor logbook to the NJSPB at any time, upon request.

3.20 CORRESPONDENCE

The Contractor shall establish guidelines for permitting resident parolees to correspond with and receive mail from persons or entities outside the facility subject to review and approval of the NJSPB.

3.21 PROGRAM RULES

The Contractor shall establish program rules for the operation of the facility, which shall be provided to resident parolees in a resident handbook. The Contractor shall forward a copy of all program rules and the program handbook, which shall also be available electronically, to the NJSPB. The PATH Program rules shall be subject to approval by the NJSPB and shall clearly define program violations and inappropriate behavior. A copy of the approved program handbook containing all program rules shall be distributed to each resident parolee, who must sign an appropriate form acknowledging its receipt. The signed acknowledgment form must be placed in the resident parolee's program file. Further, current/updated copies of the program handbook shall be readily available, accessible electronically and presented to the NJSPB upon request.

A system of graduated sanctions shall be employed which shall include internal program sanctions and those behaviors which shall be referred to the NJSPB representative for their review. No alcohol or illegal substances shall be permitted in the facility.

3.22 ALCOHOLICS ANONYMOUS/NARCOTICS ANONYMOUS/GAMBLERS ANONYMOUS MEETINGS

The Contractor shall encourage resident parolees, when appropriate, to attend AA/NA/GA meetings. The Contractor shall make the facility or facilities available to hold in-house AA/NA/GA meetings.

3.23 DISCHARGE PLANNING POLICIES AND PROCEDURES

The Contractor shall establish and implement written policies and procedures for discharge planning services. Discharge planning services shall include, at a minimum:

- Interviewing each resident parolee, evaluating their needs and developing goals for aftercare services for each resident parolee;
- Making referrals to community provider agencies and resources for aftercare services not provided directly by the program to provide a continuum of care for the resident parolee;
- Requesting representatives of support groups, such as AA/NA/GA groups with a community sponsor, to accompany resident parolees to support group meetings following discharge;
- Identifying the period of time for completing each resident parolee's discharge plan;
- Identifying the period of time that may lapse before a re-evaluation of each resident parolee's discharge plan is performed;
- Use of a team approach in discharge planning; and
- Methods of resident parolee and family involvement in developing the discharge plan.

3.24 DISCHARGE/CONTINUING CARE PLAN

Following the assessment process, a preliminary discharge/continuing care plan shall be formulated by program staff (e.g. Case Manager) with input from the following: the resident parolee, the NJSPB representative and the resident parolee's family members or significant others, whenever possible. The plan shall be updated at thirty (30) calendar day intervals.

The Case Manager is responsible for the final preparation of the discharge/continuing care plan, which shall be completed no later than fourteen (14) calendar days prior to program completion. The discharge/continuing care plan shall address the resident parolee's needs and/or problems that were identified during the assessment and reassessment processes.

The resident parolee's current progress, inclusive of short and long-term goals that have been discussed with the resident parolee, as well as recommendations for appropriate resources for the resident parolee's continued success under program supervision, shall be documented.

The discharge/continuing care plan shall address, at a minimum:

- Referrals for specific needs, with contact number for service providers identified;
- Housing address and contact person, including instances of placement in a homeless shelter;
- Personal support systems listed with name and contact number;
- Public support resources (welfare, social security, veteran services, homeless shelters, etc.); specified as to each need, with contact number and name of individual for each area identified;
- Family reunification services, with contact number and name of individual for each area identified including provisions for situations involving restraining orders;
- Substance abuse treatment needs and referrals/agencies, specified as to each need, with contact number and name of individual for each area identified;
- Employment obtained while housed at the PATH Program and provisions for maintaining employment following completion of the PATH Program; and
- Community Resource Center Program or other alternative sanction program referral for any resident parolee with unresolved issues and/or needs that could not be addressed in the program at the time of discharge.

3.24.1 FORWARDING OF DISCHARGE/CONTINUING CARE PLAN

At the time of discharge, all assessments, service plans, and discharge/aftercare plans shall be forwarded to the NJSPB supervising District Parole Office on the date of discharge.

The NJSPB representative will review the discharge/continuing care plan and advise the Contractor of any required modifications. The Contractor shall submit the modified plan to the requesting representative within seven (7) business days for approval.

3.25 INVOLVING FAMILIES IN REENTRY

The Contractor shall provide that family members be asked to provide collateral information about the resident parolee's situation, however, resident parolees shall be asked if they agree to the involvement of their families and/or significant others and provide formal documented consent prior to initiating this involvement.

The Contractor shall include discharge planning services information that includes, at minimum, the following, which shall be provided to the resident parolee as well as his/her family and/or significant others:

- Implementation of self-care and rehabilitation measures following discharge;
- Community provider agencies and resources available for aftercare services, including outpatient substance abuse treatment services, health care facilities, vocational rehabilitation centers, legal and social service agencies and rehabilitation programs; and
- Support groups, including AA/NA/GA groups and their availability.

The Contractor shall include any forms and assessments that shall be used in the development of this plan.

3.26 SPECIALIZED PROGRAMS

The NJSPB may propose additional requirements or elect to allow deviations from requirements delineated in Section 3.0 (Scope of Work) when required to meet the needs of specialized parole populations or when the Contractor has proposed specialized program designs. The NJSPB shall not be required to accept such proposals and may establish additional conditions as necessary to safeguard its interests.

4.0 FACILITY AND PROPERTY

4.1 FACILITY/CONFORMANCE TO CODE

The Contractor shall own or shall lease the facility or facilities.

The Contractor's proposal shall identify an available facility or facilities where the PATH Program shall be operated. The Contractor's facility or facilities shall conform to applicable zoning laws, building codes, licensure requirements, other laws, and other criteria required in this document. Any plans for facility or facilities' renovations shall conform to the standards including, but not limited to:

- American Correctional Association standards;
- Commission on Accreditation of Rehabilitation Facilities standards;
- Americans with Disabilities Act;
- New Jersey Department of Health and Senior Services standards; and
- New Jersey Department of Community Affairs standards.

4.2 CONTRACTOR'S FAILURE TO REPAIR

If the NJSPB acquires notice of Contractor's failure to comply with its obligations regarding maintenance, repair or replacement within the facility or facilities or property therein, it will so notify the Contractor in writing. The Contractor shall promptly comply with its obligation to maintain the facility or facilities in good repair and perform corrective action within a reasonable time period. The Contractor shall advise the NJSPB of the period of time required to make the necessary facility repair(s). The NJSPB will advise the Contractor of the acceptance or rejection of the Contractor's timeframe to complete the required facility repair(s).

If the Contractor fails to effect said maintenance, repair or replacement promptly or as otherwise designated in said notice, the NJSPB may, but is not obligated, to make the repair per applicable code requirements and withhold the expense of such maintenance, repair, or replacement from amounts due the Contractor.

4.3 FACILITY MAINTENANCE, SANITATION AND HOUSEKEEPING

The Contractor shall be responsible for the maintenance of all property of any nature whatsoever located at the facility or facilities and keep all property in good condition (with replacement where necessary, subject to normal wear and tear) at no cost to the NJSPB. The Contractor shall implement a preventive maintenance program to maintain the facility or facilities and all property contained therein.

The Contractor must provide and maintain a safe and sanitary environment for resident parolees and must perform a documented review of housekeeping, sanitation and safety services at least annually. The Contractor must provide adequate ventilation in accordance with applicable licensing requirements and adhere to the standards established by the applicable licensing authority regarding lighting and electricity. The Contractor must develop and implement written objectives, policies, a procedural manual, an organizational plan, and a quality assurance program for housekeeping, safety and sanitation within fourteen (14) calendar days of the service commencement date and provide a copy of all documentation to the NJSPB, upon request.

Auxiliary power source generators must be on site and maintained properly for use as emergency backups to provide basic power needs to maintain basic facility operations including lighting, heat, air conditioning, food services, running water and security.

4.4 UTILITIES AND TAXES

The Contractor shall pay all taxes associated with the PATH Program and utility costs of the facility or facilities including, but not limited to, water, gas, sewerage and electric.

4.5 LEASE AGREEMENTS AND FACILITY LICENSES

The Contractor shall provide the NJSPB with copies of all lease and/or occupancy agreements and licenses for each facility, as applicable.

4.6 FIRE SUPPRESSION SYSTEM

The Contractor shall ensure that an automatic fire suppression system is provided in accordance with all applicable Department of Community Affairs, Division of Fire Safety, rules and regulations, which may be accessed via the following website link: www.state.nj.us/dca/divisions/dfs

4.6.1 FIRE EXTINGUISHERS

The Contractor must provide a minimum of two (2) fire extinguishers in the basement, at least one on each floor of the building and as required in kitchen areas by Department of Community Affairs rules and regulations. All fire extinguishers must bear the Underwriters Laboratories seal.

4.7 AUTOMATIC FIRE ALARM SYSTEM AND SMOKE DETECTORS

The Contractor shall provide smoke detectors throughout each facility, and must be in accordance with all applicable sections as mandated by all applicable State and Federal guidelines.

The Contractor shall comply with requirements that all alarm systems are connected to a full-time fire station, police station or other approved agency. The Contractor must comply with requirements that all detectors for self-closing doors, windows, and shutters are connected to fire alarm systems. The Contractor must ensure that air-handling systems are provided with smoke detectors and that all detectors are hardwired and connected to a fire alarm system.

4.8 ADMISSION AND DISCHARGE AREA

The Contractor shall provide an area designated for the processing of incoming and outgoing resident parolees. The admission of resident parolees shall include the completion of an intake form containing such information as the: resident parolee's name, state prison number, date of admission and projected release date, home address, date of birth, race or ethnic origin, sex, whom to notify in an emergency, special medical needs, inventory list of personal property brought to the facility and where such property is to be sent in the event of a resident parolee's abscond from the facility, transfer, program completion, or death. Appropriate discharge papers shall be fully completed and available for review by the NJSPB representative.

4.9 RESIDENT PAROLEE BEDROOMS

The Contractor shall ensure that sleeping and closet space for individual or dormitory style bedrooms are in accordance with the minimum square footage required by the applicable licensing authority (e.g. the Department of Community Affairs and/or the Department of Health and Senior Services).

4.10 TOILETS AND BATHS

The Contractor must ensure that working toilets, sinks, baths, and showers, accessible from a common corridor, are available on each floor utilized by resident parolees for sleeping purposes. The Contractor must make toilet and bathing facilities available in accordance with the applicable licensing authority. On non-sleeping floors utilized by resident parolees, the Contractor must provide, at a minimum, one (1) toilet and one (1) sink available and accessible from a common corridor.

4.11 DAY ROOM(S)

The Contractor must provide a day room or rooms for communal activities such as studying, writing, reading, games, and viewing television. The day room(s) shall be equipped with tables and chairs, sofas, bookcases, television and DVD player. The Contractor shall also have appropriate reading materials in these areas for resident parolees' use. The Contractor must provide ample space for resident parolee activities as set forth in these Bid Specifications and/or by the appropriate licensing authority.

4.12 CLASSROOM SPACE/COMPUTER ACCESS

The Contractor must provide adequate space to meet the educational, pre-release and other residential programs provided. This space shall be able to accommodate at least half of the total number of maximum program participants at any given time; be equipped with a minimum of three (3) completely functional computers that are three (3) years old or less and other appropriate learning tools; and be supplied with paper, erasers, pencils, etc. Appropriate temperature controls must be maintained to prevent the overheating of computer equipment.

4.13 FOOD SERVICES AREA

Food services may be provided either by preparing meals on-site or by subcontracting through a local provider, such as a restaurant or caterer. The Contractor shall ensure that all staff and resident parolees are medically cleared and instructed in the requirements for sanitation and cleanliness before they are allowed to handle food. The Contractor may utilize resident parolees to assist with the serving of meals.

The food services area must include a dining room that contains tables and benches/chairs, which shall accommodate the number of resident parolees served at each mealtime, whether the food is prepared on-site or brought in by a caterer. This room can be used for multiple purposes in between meals.

The kitchen, dining room, food storage area, equipment, appliances, furnishings and cabinetry, as well as all food service and preparation areas must meet all applicable Department of Community Affairs and Department of Health and sanitation code standards. Accommodations must be made for resident parolees with disabilities. The Contractor shall provide a minimum square footage per resident parolee as set forth by the appropriate licensing authority.

4.14 OFFICE SPACE

The Contractor shall provide adequate and secured office space for the NJSPB representative. A minimum of a desk, chair, weapons' lock box, file cabinet with lock and key, access to a computer with Wireless Fidelity (WiFi) internet access and telephone shall be made available to the NJSPB representative at all times.

4.15 LAUNDRY

The Contractor shall provide washers and dryers on the premises for use by resident parolees for laundry purposes. The Contractor may charge resident parolees a reasonable fee to offset the cost of their laundry services. Indigent parolees shall not be charged a fee for laundry services.

4.16 TELEPHONE

The Contractor shall develop and implement written policies and procedures that provide resident parolees with reasonable and equitable access to public telephones with competitive rates within the Contractor's facility or facilities. The procedures shall be posted in each housing area and other appropriate areas of the facility or facilities. The written procedures shall specify, at a minimum:

- Hours of telephone availability;
- Maximum length of telephone calls;
- Any limitations on telephone calls; and
- List of toll-free telephone numbers for resident parolee call-ins when resident parolees are outside the program facility.

5.0 RESIDENT INFORMATION

5.1 RESIDENT PAROLEE RIGHTS AND RESPONSIBILITIES

The Contractor shall ensure that upon admission to the facility, all resident parolees receive written program policies and procedures regarding their rights and responsibilities while at the PATH Program.

The Facility Program Director shall also personally provide all resident parolees and/or their families, upon request, with the address and telephone number(s) of the appropriate NJSPB representative(s) where complaints may be lodged.

5.2 DISCRIMINATION

The Contractor shall not subject any resident parolee to discrimination in any manner relating to his program participation on the grounds of age, race, religion, disability, national origin or sex or deprive them of any constitutional, civil and/or legal rights to which they are entitled.

5.3 ACCESS TO NJSPB REPRESENTATIVE

The Facility Program Director shall post the location and telephone number(s) of the NJSPB representative(s) assigned to the program in conspicuous locations throughout the facility or facilities.

5.4 RESIDENT PAROLEE LABOR

Resident parolees assigned to the PATH Program may be required to perform house chores as part of their participation in the program. However, such work activity shall not replace skilled labor or professional services which the Contractor would be required to provide for in order to maintain and/or improve the facility or facilities.

Resident parolees shall not be placed in positions of authority over any other resident parolees. All work activity referenced above or any community service activities, if permitted and approved by the NJSPB, shall be supervised by program staff.

The Contractor shall not impose fees or assessments of any kind upon any resident parolee to offset the cost of their residency at the PATH Program (i.e. house fees).

5.5 RESIDENT PAROLEE WAGES

Resident parolees shall be allowed to have access to local banking services to secure their earnings. The Contractor shall not impose any fees whatsoever for assistance provided to the resident parolee in securing access to local banking services. The Contractor shall develop written policies and procedures governing the management of resident parolee funds via a reputable financial institution and shall provide the resident parolee with access to banking services for the deposit of funds in excess of \$25.00. No resident parolee shall have more than \$25.00 in cash at any time during their program participation.

5.6 VISITATION

The Contractor shall designate adequate physical space for visitation in accordance with applicable standards. All visitations are subject to the review and approval of the NJSPB.

The Contractor shall inform resident parolees of new or revised visitation regulations and procedures regarding visits by posting appropriate notices in each housing area and other appropriate areas of each facility.

The regulations may permit visits from identified members of the immediate family, friends and attorneys. The Contractor's staff shall have the right to deny or limit the time of a visit involving any resident parolee when, in their opinion, such a visit would not be in the best interest of the resident parolee, other resident parolees, and/or the NJSPB.

5.7 BEDSIDE, PRIVATE VIEWING AND FUNERAL VISITS

All requests by a resident parolee for bedside, private viewing or funeral visits shall be immediately referred to the facility's NJSPB representative for review and determination of authorization.

6.0 CONTRACT EVALUATION AND MONITORING

6.1 QUALITY ASSURANCE PLAN

The Contractor shall develop a written plan for a quality assurance program for resident parolee care within thirty (30) calendar days of contract award. The quality assurance plan shall be reviewed and approved by the NJSPB at least annually and revised as necessary. The plan shall specify a timetable and each individual responsible for coordinating the quality assurance plan and shall provide for the ongoing monitoring of staff, resident parolee services and programs.

The Contractor shall form a committee responsible for the direction of the quality assurance plan. The committee shall include representation from the administrative staff. The committee shall establish a mechanism to include participation of all disciplines in the identification of areas for review that effect resident parolee care throughout the facility.

6.2 QUALITY ASSURANCE ACTIVITIES

The Contractor shall maintain an ongoing process for monitoring and evaluating resident parolee programs, staffing, housekeeping, sanitation, safety, maintenance of physical plant and equipment, facility security and security interventions, release planning services, food services, medical services, pre-employment, educational, recreational and volunteer services.

Copies of all reports listing activities/actions taken by the Contractor in response to quality assurance findings shall be maintained and available for immediate review by the NJSPB.

The Contractor shall have an internal program grievance process and procedures in place that may be utilized by all resident parolees which shall be reviewed by the NJSPB. The NJSPB will advise the Contractor of any required modifications to its internal grievance procedures. The Contractor shall present any modifications to its grievance process to the NJSPB for review and approval within seven (7) business days of NJSPB notification of required modifications.

The Contractor shall, as part of the intake process, provide each offender with a copy of the process for filing an internal program grievance and the contact information for their respective facility representative responsible for providing a response to the grievance.

All grievances shall be read and logged in within twenty-four (24) hours of receipt. A written acknowledgement of receipt to the originating party (ies) and a determination of any action taken in response to the grievance shall be returned to the resident parolee within three (3) business days of receipt of the grievance.

Each program facility shall maintain a written log listing all grievances that have been filed. Copies of individual grievances shall be retained in each resident parolee's file and provided to the NJSPB upon request. Responses to all grievances shall be noted in the log and, when appropriate, any action reports issued shall be attached to the log.

The Contractor shall comply with all quality assurance requirements to receive and maintain their accreditation issued by either the American Correctional Association or the Commission on Accreditation of Rehabilitation Facilities.

6.3 PROGRAM AUDITS, INSPECTIONS AND VISITATIONS

The NJSPB shall have the right to monitor, search, audit, inspect and evaluate the Contractor's program (s) and facility (ies) at any time.

The Contractor shall permit announced and unannounced site visits by the NJSPB at any time without prior notification.

The NJSPB shall have the authority to establish additional standards of operation in each facility provided such standards are reasonable and a proper amount of time is afforded to implement such standards. All such proposed standards shall be effectuated by amendment to the contract.

The Contractor shall, during regular business hours, make available to authorized staff of the NJSPB any financial, statistical, program information and other records and data relating to the contract services and expenditures necessary for audit and/or inspection purposes.

A written report of non-compliance items shall be forwarded to the Contractor within ten (10) business days of monitoring. The Contractor shall be required to respond in writing, providing time frames for corrective actions to be completed. This response is to be submitted within fifteen (15) business days of receipt of the NJSPB's monitoring report.

If the non-compliance issue relates to the security of the facility and/or health and/or safety of the resident parolees, facility staff or the community, the date for the corrective action may be the same date as the notice.

When the Contractor receives a written notice of non-compliance, the Contractor shall take corrective action by the date specified or request a date extension and present a plan of corrective action. This request and action plan shall be submitted in writing to the NJSPB.

The NJSPB shall respond in writing to the Contractor's request and action plan within fifteen (15) calendar days of receipt. However, the NJSPB can verbally reject the Contractor's request and plan at any time if the non-compliance issue(s) relates to the security of the facility and/or health and/or safety of the resident parolees, facility staff or the community.

If the Contractor fails to take the corrective actions by the deadline stipulated by the NJSPB, the NJSPB may withhold payments and/or effect program intake until the facility is deemed by the NJSPB to be in compliance.

The NJSPB reserves the right to terminate the Contract if the Contractor fails to take corrective action by thirty (30) calendar days following the deadline imposed by the NJSPB.

7.0 OPERATIONS OF FACILITY

7.1 ASSIGNMENT OF PAROLEES

The NJSPB shall assign adult offenders under its jurisdiction to the PATH Program.

The Contractor shall not have the option of refusing any referrals of resident parolees. In cases where, upon arrival, the Contractor reasonably determines that retention of certain individuals may have a detrimental effect on the program or other resident parolees, the Contractor shall admit the resident parolee and make reasonable accommodation for same until the NJSPB is able to make alternative arrangements. These cases shall be retained by the program for up to (72) hours. The NJSPB will respect any laws, local ordinances and/or regulations impacting the placement of resident parolee populations in specific locations.

If the Contractor's staff determines a referral to a medical facility for treatment is appropriate, the Contractor shall transport the resident parolee to the medical facility, retain the resident parolee on the program roster, and allow the resident parolee to re-enter the program upon release from the medical facility with consideration given to the medical treatment plan. The individual case will then be reviewed by the NJSPB to consider any recommended change in status based upon the resident parolee's medical treatment plan.

7.2 POLICY AND PROCEDURAL MANUAL

Within fourteen (14) calendar days prior to service commencement, the Contractor shall provide the NJSPB with a written policy and procedural manual, which shall contain policies and procedures for all services to be rendered by the Contractor in accordance with the established criterion as well as an Employee Code of Conduct. The manual shall establish the policies and procedures the Contractor shall follow in all areas covered by these bid specifications and any other established NJSPB policies and procedures. The manual will be reviewed and approved by the NJSPB and approval will not be unreasonably withheld. Any alteration, amendment, modification, revision, or supplement shall be forwarded to the NJSPB for review and approval. Upon approval by the NJSPB, the Contractor shall implement the provisions of said manual throughout the term of the contract.

7.3 SAFETY AND EMERGENCY PROCEDURES

The Contractor shall submit written emergency evacuation and disaster preparedness plans to the NJSPB on or before fourteen (14) calendar days prior to the service date which shall be subject to the review and approval of the NJSPB.

The Contractor shall train all personnel in the implementation of emergency procedures such as instruction in the event of a fire, how to use firefighting equipment and resident evacuation within fourteen (14) calendar days of their initial employment. Emergency training is to be included in annual refresher training given to all personnel and all training is to be documented for compliance. The Contractor shall communicate emergency and evacuation procedures, including diagrammed evacuation routes, to each new resident parolee upon arrival with documented verification that each resident parolee has been advised of these and all other procedures.

The Contractor shall submit, as part of the policy and procedural manual for the prevention of fire, safety inspections, maintenance of fire alarm and smoke detection systems, fire evacuation drills, evacuation plans, a procedure to report job-related injuries, and provisions for testing equipment to maintain essential lighting, power and communications on or before fourteen (14) calendar days prior to the service commencement date.

The Contractor shall develop and submit to the NJSPB, in writing, any other emergency and control plans upon written request by the NJSPB.

7.4 FIRST AID

All staff of the Contractor shall be trained and annually certified in first aid and Cardio Pulmonary Resuscitation (CPR). The Contractor shall be required to provide appropriate first aid to resident parolees injured or who become ill while in the PATH Program.

The Contractor shall maintain a stocked first aid kit within each facility and shall have a stocked first aid kit to accommodate them during all field trips. The first aid kits shall contain protective materials (such as surgical gloves) in order to perform first aid in a safe and proper manner. The Contractor shall establish a procedure to monitor and replenish all first aid kits.

7.5 DAILY ACTIVITY LOG

The Contractor shall maintain a permanent and bound logbook for daily entries on routine and emergency situations. Shift reports shall also be recorded and maintained in the logbook. All entries shall be made in ink on consecutive lines and pages (no skipped lines or pages) and shall be signed and dated by staff making the entry. Erasures of entries are not permitted. Any changes to entries must have a strike through and be initialed by the staff member making the original entry.

The Contractor shall also maintain a daily activity log in each facility denoting resident parolee housing areas in addition to shift reports that record routine and emergency situations. Each shift shall maintain records of pertinent information regarding both individual and groups of resident parolees. These records shall be compiled daily and reviewed by appropriate supervisory staff. The daily activity log is subject to review by the NJSPB and shall be retained for a minimum of seven (7) years.

7.6 DAILY ROSTERS AND MOVEMENT SHEETS

The Contractor shall be responsible for documenting the daily resident parolee count and provide (via email) daily resident parolee count and movement sheets to the NJSPB – Community Programs Division by 10:00 A.M., each and every day, including weekends and all recognized/observed State and Federal holidays.

7.7 PROGRAM ACTIVITY REPORT

The Contractor shall provide a report, in writing, to the NJSPB on the 1st and 15th of each month containing a breakdown of total arrivals and departures within each facility. Departures shall be broken down as follows:

- Successful program completion;
- Inter-program transfer to another facility;
- Resident parolee custodial removal from facility; and
- Failure to return to facility/parole absconder

*Medical discharges are to be listed under a separate sub-set under the status of successful program completion.

7.8 DAILY RESIDENT PAROLEE COUNT

The Contractor shall be responsible for a continuous daily system of offender counts consisting of a minimum of one count per each eight (8) hour shift to ensure the maximum accountability of all resident parolees housed at the Contractor's facility. The Contractor shall immediately advise the NJSPB if any resident parolee is not present following the conducting of any count.

7.9 DISCIPLINE

The Contractor shall identify prohibited acts and develop rules and regulations as well as standards for an easy-to-understand point system or a similar system that shall quantify the resident parolee's participation and progress in the program.

Resident parolees shall be given a copy of each facility's program rules, regulations and the point system standards and shall be verbally instructed regarding them during the orientation process. Resident parolees shall be asked to sign that they received and understand the rules, regulations and standards.

The Contractor may make a recommendation to the NJSPB to remove a resident parolee from the program.

The NJSPB may utilize electronic monitoring for resident parolees who are assigned to the PATH Program when determined to be appropriate. However, the Contractor is not required to provide such service.

If the Contractor determines that an emergency situation exists and a resident parolee is a danger to himself and/or others and the NJSPB representative cannot immediately remove the resident parolee from the facility, then the Contractor shall telephone 911 to request that the local police department be dispatched to the PATH Program facility and then notify the NJSPB District Parole Office responsible for the offender's supervision immediately.

7.10 PROCEDURE FOR NOTIFICATION OF PROGRAM ABSCONDERS

The Contractor shall immediately notify the NJSPB, Division of Parole through the procedure outlined in RFP Section 7.12 (Violations and/or Unusual Incidents), upon knowledge of any resident parolee's unauthorized departure from the PATH Program facility (abscond from program).

The Contractor shall notify the NJSPB Division of Parole immediately after the passage of two (2) hours from the resident parolee's designated facility return time, for the failure of any such offender to return from any scheduled/approved off-site activity (failure to return).

All such notices to the NJSPB shall provide the resident parolee's proper full name and identifiers (e.g. State Prison number, State Bureau of Identification number), date and time of the abscond from program, and all pertinent incident information, (e.g. details of how the resident parolee left the facility, any injuries sustained to staff, damage to facility, outside parties involved).

An initial written incident report shall be provided by email and/or facsimile transmission to all designated NJSPB staff within twelve (12) hours of any such program absconder, including a copy of the most recent visitors' list for which the absconding resident parolee had any visitor(s).

A full incident report shall be submitted via e-mail and/or facsimile within twenty-four (24) hours; forty-eight (48) hours, if a Holiday is the immediate day after the event.

7.11 CONTRACTOR FAILURE TO ADHERE TO ABSCOND POLICIES

Upon knowledge of an act of a resident parolee to attempt or succeed in the act of absconding, the Contractor shall immediately notify the NJSPB. Said notice shall be in strict compliance with the NJSPB policy on the reporting of parole absconders.

Any failure by the Contractor to notify the NJSPB according to the abscond policy and procedure contained in these bid specifications may result in the imposition of liquidated damages as outlined in RFP Section 12.16 (Liquidated Damages). **The NJSPB reserves the right to direct and control the movement of all resident parolees at NJSPB discretion.**

7.12 VIOLATIONS AND/OR UNUSUAL INCIDENTS

The Contractor shall immediately notify the NJSPB representative of all major program violations. The Contractor, in consultation with the NJSPB, shall establish a procedure by which the NJSPB Parole Officer, if assigned to the facility, will respond to such notification promptly. In the event of a major program violation occurring after hours or in the absence of a Parole Officer at the facility, the Contractor shall immediately contact the Central Communications Unit (CCU) who shall, in turn, contact the designated NJSPB on-call supervisory staff. In cases of emergency requiring an immediate law enforcement response, the Contractor shall telephone 911 to request that the local police department be dispatched to the PATH Program and report the emergency in addition to notifying CCU and the NJSPB. The Contractor shall e-mail and/or fax copies of required notifications to the NJSPB. E-mail and/or fax notifications shall be sent as soon as possible but no later than twelve (12) hours after the occurrence of the major program violation during the routine business day, and by noon of the next business day following a weekend or holiday. A full incident report shall be submitted as soon as possible but no later than one business day, twenty-four (24) hours after the occurrence of a major violation.

Such violations and/or unusual incidents may include but need not be limited to:

- Lateness/failure to return to the facility within allowable time frame/resident parolee absconding from facility;
- Death/serious injury of a resident parolee;
- Arrest of a resident parolee or any indication that any law enforcement agency has an interest in or is seeking a resident parolee as a witness or a suspect;
- Resident parolee assault on an employee, volunteer, intern or visitor;
- Resident parolee assault on another resident parolee, inmate or resident of the facility;
- Possession of contraband by the resident parolee;
- Presence of contraband within the facility;
- Any criminal act committed or alleged to have been committed by a resident parolee or any other person while on the premises;
- Any assault or attempted assault involving the use of a weapon;
- Death or serious injury to any employee, visitor or volunteer;
- Employee strike or other job action or threat thereof;
- Employee demonstration;
- Resident parolee disturbance, threatening or harassing behavior;
- Fire, explosion or natural disaster;
- Any incident that seriously affects the normal operation of the facility or has significant impact upon the program; and
- Any incident that may result in negative public reaction.

7.13 MINOR VIOLATIONS

The Contractor shall notify the NJSPB of minor violations consisting of program infractions deemed less serious in nature by the NJSPB than the infractions enumerated in Section 7.12 (Violations and/or Unusual Incidents), and, unless chronic in nature, typically result in in-house disciplinary actions. Minor violations shall be documented by the Contractor's staff in the resident parolee's file within the contracted facility and a copy provided to the NJSPB.

The Contractor shall employ informal disciplinary procedures for minor violations of the program and shall assign graduated sanctions where appropriate. The Contractor shall describe their plan to respond to minor program violations in their proposal.

Informal disciplinary sanctions may include, but not be limited to, the following: imposition of curfews, assignment of additional house chores, loss of telephone privileges, loss of visitation, restrictions on a resident parolee's time outside of the facility, and transfer to another residential program under contract with the NJSPB.

7.14 WRITING INCIDENT REPORTS FOR UNUSUAL INCIDENTS AND/OR PROGRAM VIOLATIONS

The Contractor's staff shall participate in training conducted by the NJSPB on writing incident reports, the reporting of unusual incidents and/or program violations. The Contractor shall complete an incident report outlining each incident using the following guidelines:

- The staff person who observes an incident or has first-hand knowledge of the incident shall complete and sign the incident report. Attach any documentation regarding the incident, i.e. sign in/out sheet, log book entries, and signed rules and regulations pertaining to each incident;
- List all witnesses to each incident;
- Provide all physical evidence, giving specific information;
- Provide a description of alleged violation, giving as much detailed information as possible that pertains to each incident. Include only the facts involved in each incident;
- If a resident parolee is removed from the program, the Contractor shall provide the incident report, discharge summary, and any supporting documentation at the time of discharge to the Parole Officer and specified NJSPB Division of Parole supervisory staff;
- In instances when the incident report and discharge summary are not provided to the Parole Officer or law enforcement agent who is removing a resident parolee, the Contractor shall immediately provide a copy of the incident report via e-mail and/or facsimile to the appropriate individual (s) at the NJSPB as directed by the NJSPB prior to the staff's shift change; and
- The Contractor's staff shall fully cooperate with the NJSPB by providing any and all additional information regarding the incident report and by presenting live testimony whenever it is deemed necessary by the NJSPB.

7.15 DRUG AND ALCOHOL MONITORING

The Contractor shall provide and utilize a single random urine drug and alcohol testing instrument as determined by the NJSPB.

Each resident parolee shall be subjected to at least one random urine drug test conducted by the Contractor's staff for the detection of drug usage each month. Any positive random urine drug test shall be immediately reviewed with an NJSPB Division of Parole representative, with the results of their determination concerning the resident parolee being recorded in the Contractor's program records. The results of all random urine drug

tests shall be recorded and maintained in a file listing the results of all random urine drug tests administered to resident parolees. The results of each administered random urine drug test shall also be retained in each resident parolee's program file. The NJSPB shall provide training, as necessary, to the Contractor's staff for urine monitoring. The Contractor's staff shall conduct random urine monitoring in accordance with NJSPB parole supervision standards.

Each resident parolee shall be subjected to alcohol testing via either an alcohol swab or urine test upon the identification by Contractor staff that there is reasonable suspicion to believe that a resident parolee is under the influence of alcohol. Any positive alcohol test shall be immediately reviewed with an NJSPB Division of Parole representative, with the results of their determination concerning the resident parolee being recorded in the Contractor's program records. The results of all alcohol tests shall be recorded and maintained in a file listing the results of all alcohol tests administered to resident parolees. The results of each administered alcohol test shall also be retained in each resident parolee's program file. The NJSPB will provide training, as necessary, to the Contractor's staff for alcohol testing. The Contractor's staff shall conduct alcohol testing in accordance with NJSPB parole supervision standards.

7.16 ACCOUNTABILITY

The Contractor shall provide maximum accountability within each structured facility. Maximum accountability shall be defined as knowledge of each resident parolee's location and activities on a twenty-four (24) hour per day, seven (7) day per week basis. A resident parolee's access to the community may be restricted upon review and approval of the NJSPB.

As outlined in RFP Section 7.10 (Procedure for Notification of Program Absconders), the Contractor shall immediately advise the NJSPB Parole Officer and specified NJSPB Division of Parole supervisory staff of any resident parolee who absconds from the facility.

7.17 UNACCOUNTABILITY

Resident parolees who violate the conditions of their required participation in the PATH Program may be subject to the full range of NJSPB - Division of Parole graduated sanctions up to and including the issuance of a parole warrant, being placed in custody, and the conducting of parole revocation proceedings in accordance with established NJSPB policies and procedures.

7.18 FACILITY AND RESIDENT SEARCHES

The Contractor shall develop policies and procedures for conducting facility and resident parolee searches. The Contractor shall advise the NJSPB of their written search policy and screening mechanism designed to prevent the introduction of contraband or detect its presence within the PATH Program facility. The utilization of strip or cavity searches of resident parolees by the Contractor's staff as defined in New Jersey Administrative Code provisions N.J.A.C. 10A:3-5.7 and N.J.A.C. 10A:3-5.8 is strictly forbidden. Evidence of the utilization of a strip and/or cavity search of a resident parolee by the Contractor's staff shall constitute just cause by the NJSPB for termination of the contract and may result in separate criminal and/or civil liability for the Contractor and/or Contractor's staff.

The Contractor shall permit and provide cooperation to armed NJSPB sworn law enforcement staff members during the conducting of periodic random, unannounced interventions and security operations within each contracted facility.

7.19 USE OF PHYSICAL FORCE AND RESTRAINTS BY FACILITY STAFF

The Contractor's staff are prohibited from the use of physical force on resident parolees except in self-defense, protection of others or prevention of property damage. Facility staff's use of weapons, chemicals and restraints are strictly prohibited. In all instances, facility staff's use of physical force on a resident parolee shall be immediately reported to the NJSPB and documented via the preparation of an incident report provided to the NJSPB within twenty-four (24) hours of the incident.

7.20 CONTRABAND AND DISPOSITION OF CONTRABAND

The Contractor shall develop policies and procedures for the disposition of contraband subject to the review and approval of the NJSPB.

7.21 EMERGENCY RESPONSE BY FACILITY STAFF

The Contractor shall develop a plan for facility staff to utilize to communicate to other facility staff in the case of an emergency requiring an immediate response from other facility staff members.

7.22 FACILITY AND GROUNDS SECURITY

The Contractor shall develop policies and procedures for daily security inspections and ensuring the secure perimeter of each facility and grounds, addressing such matters as functional locks and latches on all windows, doors, gates, electrical lighting (inside and out), keeping each facility and grounds free of contraband and providing security from outside intrusions.

The Contractor shall store all medication in a secure area away from resident parolees, ensure that all medication is in a locked cabinet, and may only be accessed and dispensed by authorized, trained personnel.

7.23 CONTROLLED ENTRY INTO THE FACILITY AND GROUNDS

The Contractor shall develop policies and procedures for the prohibition of unauthorized persons entering the facility and grounds. This procedure shall be sufficiently clear and concise to guide facility employees in their decisions to admit or deny anyone seeking admission for any reason.

7.24 HOSTAGE POLICIES AND PROCEDURES

The Contractor shall develop policies and procedures to guide facility staff in the event of a hostage situation at the facility involving staff, visitors or resident parolees. These directives shall require staff to immediately contact the local law enforcement agency nearest the Contractor's facility and proceed as instructed. The Contractor shall then notify the NJSPB immediately and proceed as instructed. Under no circumstances are staff to take lightly the safety or risk to themselves, hostages, or the public in such a situation with premature decisions and actions that may escalate the hostage situation.

7.25 DISTURBANCE CONTROL PLAN

The Contractor shall submit to the NJSPB for approval a written Disturbance Control Plan within thirty (30) calendar days of notification of contract award.

7.26 TEMPORARY/PROLONGED NON-PERFORMANCE

All programs and services shall be provided at all times throughout the duration of the Contract.

Immediate notice to the NJSPB must be made in the event of any incident, circumstance or causation that precludes or interrupts the provision of any contracted services, for any period of time, or in any section of the facility. All such disturbances to service provision must be reported immediately. Where applicable, emergency movement of NJSPB contracted populations and services to another Contractor site on the same contiguous grounds may be conducted for the safety of the population and the continuation of services immediately, with immediate notice to the NJSPB, even when it results in any co-mingling of populations otherwise prohibited.

In the event of any occurrence or circumstance by which the Contractor is unable to provide any contracted services, the Contractor must have in place viable contingency plans to have said services provided at another site/ location under their control, or by a third party (which may include another existing NJSPB Contractor) at other locations. The Contractor shall update and confirm contingency plans, in writing, within each monthly report issued to the NJSPB.

All programs shall provide guaranteed transportation services, for which the Contractor shall be financially responsible, that are capable of moving their entire contracted program population to any off-site location(s) according to their own emergency plans, or as directed/mandated by the NJSPB. These plans may include the provision of housing all affected resident parolees at temporary emergency housing sites/staging areas for accountability and relocation. The Contractor shall continue to be compensated for all resident parolees assigned to the PATH Program while they are receiving Contractor-provided emergency services.

The cost to provide and maintain the provision of all contracted services, including, but not limited to: transportation, food, housing, staffing, supplies, etc., shall be the responsibility of the Contractor. The Contractor may request the NJSPB for general and specific temporary service waivers based upon emergent situations as circumstances dictate. All plans must have as their primary consideration the accounting for, and provision of, sustainable basic housing and food services for the welfare of the affected populations, while ensuring public safety. Programming and ancillary services shall be of secondary importance during any such emergent circumstances.

In the event that the Contractor is unable to provide for the continuation of contracted services due to any incident, circumstance or causation for a period of more than seventy-two (72) hours, the NJSPB reserves the right to take any actions determined necessary to maintain public safety and to provide services as required for the affected population(s). These actions may include amending, suspending or abrogating any existing contracts. The NJSPB may seek to recoup any expenses incurred resulting from any such actions it has been required to take from the Contractor.

7.27 KEY INVENTORY AND CONTROL

The Contractor shall develop policies and procedures to ensure the inventory and control of every key issued and used in each facility's operations. These policies and procedures shall address, at a minimum, the following:

- Key Control Log that shows the location of key storage areas and names of individuals responsible for issuing keys and names of staff that have key access privileges;
- The numbering, lettering, or color-coding of all keys to facilitate each key's respective inventory and control;

- Provision for a separate set of keys for use in emergencies;
- A written system for checking out or transferring keys between employees;
- Issuance, control and location of master keys;
- Location of key storage areas and names of individuals responsible for issuing keys;
- Restriction on keys to sensitive areas including kitchen, food storage room, medication area, resident parolee property room, staff offices, resident parolee case file cabinets, hand tools and hazardous/toxic/volatile substances;
- Limitations on duplicating keys and changing keys on rings;
- Reporting lost keys and the disposal of worn or broken keys;
- Possession of facility keys by off-duty employees;
- Provision for the issuance and control of keys used by resident parolees (if applicable); and
- Provision for the issuance of facility keys to the assigned NJSPB representative.

7.28 INVENTORY AND CONTROL OF HAND TOOLS, KITCHEN KNIVES AND UTENSILS AND HAZARDOUS/TOXIC AND VOLATILE SUBSTANCES (HTVS)

The Contractor shall develop written policies and procedures for the facility's inventory and control of hand tools, kitchen knives and utensils and HTVS to ensure that these items and substances are secured and managed in a manner that minimize the safety risks to staff, resident parolees, visitors and the general public. All hand tools, kitchen knives and utensils shall be accounted for at all times with a written inventory and with a check out and return system. All hand tools and HTVS shall be secured in a locked cabinet or tool chest when not in use.

7.29 RESIDENT PAROLEES' USE OF HAND TOOLS AND EQUIPMENT

The Contractor shall develop written policies and procedures to ensure resident parolees receive documented safety training on the use of hand tools and equipment they are permitted to use. The Contractor shall place documentation in the resident parolee's case file for subsequent review by the NJSPB in the event of a resident parolee's accident and/or injury while using such items.

8.0 RECORDS AND REPORTS

8.1 CONTRACTOR'S RESPONSIBILITIES

The Contractor is responsible for compiling and maintaining a permanent case file of the following: information concerning each resident parolee including personal data, employment records, resident parolee accountability, urine monitoring, program utilization and progress reports, counseling records, case assessments, etc.

The record and reporting systems shall adhere to all applicable Federal, State and Local standards governing confidentiality.

The Contractor is responsible for obtaining any releases of information required to maintain compliance with applicable confidentiality requirements. Records on each Resident parolee shall be maintained for a minimum of seven (7) years in accordance with N.J.S.A. 26:8-5 et. seq. and disposed of in the manner described.

8.2 CONTRACTOR'S ACCESS

The Contractor shall provide access to any and all records and reports as required by the NJSPB. These records shall be compiled, maintained and reviewed daily by the appropriate Contractor's supervisory staff within each facility.

The Contractor shall submit to the NJSPB programmatic reports including, but not limited to:

- Monthly programmatic reports that shall be submitted to the NJSPB within two (2) business days after the last day of the preceding month;
- Daily attendance reports;
- Response to NJSPB Monitoring;
- Monthly Program Activity Report;
- Annual Program Review;
- Progress Reports;
- Incident Reports/Program Violations;
- Notices of Removals; and
- Any additional reports as deemed necessary by the NJSPB.

8.3 PROGRESS REPORTS

As outlined in RFP Section 3.10 (Progress Reports), progress reports shall be prepared, in writing, on each resident parolee and maintained in the resident parolee's case file.

8.4 RESEARCH PROJECTS

The Contractor shall not publish nor disseminate any findings based upon data obtained from the operation of the PATH Program contract or engage in any research project without the prior written consent of the NJSPB. The Contractor shall provide the NJSPB with any and all evaluation materials produced as a result of any research project previously authorized by the NJSPB.

With respect to research projects conducted or approved by the NJSPB, the Contractor shall allow entry of all representatives conducting a research project or evaluation approved by the NJSPB into all NJSPB contracted facilities.

8.5 PROGRAM EVALUATION

In order to determine the success and cost effectiveness of the PATH Program, the NJSPB will conduct periodic evaluations of the program, in which the Contractor shall be required to participate. The evaluations will focus on program outcomes such as program completion rate, recidivism rate, job retention rate, substance abuse, educational advancement, and improvements in self-esteem/self-motivation, in addition to systemic outcomes, which focus on cost effectiveness and reductions in prison admissions of resident parolees. The NJSPB will monitor the day-to-day operation of the PATH Program through on-site monitoring visits and the review of program reports and outcomes.

9.0 STAFFING AND EMPLOYEES

9.1 ORGANIZATION

Each facility shall be managed according to the organizational plan submitted by the Contractor in the proposal. Any modification or alteration to the organizational chart shown on said plan shall require the prior written approval of the NJSPB, which will not be unreasonably withheld.

9.2 EMPLOYEE BACKGROUND CHECKS

The Contractor shall conduct a criminal history background check on all prospective employees and the Program Director shall certify, in writing, that the Contractor has conducted a criminal history background check prior to submitting the Contracted Provider Employment Submission Form (*Exhibit A*) to the NJSPB. The criminal history background check shall include, at minimum, the following: a Federal Criminal National Record Search, New Jersey CCH Criminal History Record Search, SSN Trace and Address Locator Search, County Criminal Record Search, NCIC Wanted Person Check and DMV Status and History Record. The Contractor shall provide the NJSPB with the required information to perform a pre-employment screening on all employees of the Contractor's PATH Program. This material shall remain confidential and only reviewed by authorized NJSPB staff.

The Contractor shall require prospective employees to provide complete details of any arrest record. The Contractor shall not hire applicants who have served a sentence or are under probation or parole supervision until the applicant has been released from the supervision requirements for a minimum of three (3) years. In addition, the Contractor shall not hire any offender convicted of the Federal Bureau of Investigation Index Offenses of Murder, Rape, Robbery, Burglary, Aggravated Assault, Larceny Over \$50.00, Motor Vehicle Theft and Arson and all sexual offenses as outlined below**:

**A conviction, adjudication of delinquency, or acquittal by reason of insanity for aggravated sexual assault; sexual assault; aggravated criminal sexual contact; kidnapping pursuant to paragraph (2) of subsection c. of N.J.S.2C:13-1; endangering the welfare of a child by engaging in sexual conduct which would impair or debauch the morals of the child pursuant to subsection a. of N.J.S.2C:24-4; endangering the welfare of a child pursuant to paragraphs (3) or (4) or subparagraph (a) of paragraph (5) of subsection b. of N.J.S.2C:24-4; luring or enticing pursuant to section 1 of P.L.1993, c.291 (C.2C:13-6); criminal sexual contact pursuant to N.J.S.2C:14-3b. if the victim is a minor; kidnapping pursuant to N.J.S.2C:13-1, criminal restraint pursuant to N.J.S.2C:13-2, or false imprisonment pursuant to N.J.S.2C:13-3 if the victim is a minor and the offender is not the parent of the victim; knowingly promoting prostitution of a child pursuant to paragraph (3) or paragraph (4) of subsection b. of N.J.S.2C:34-1; or an attempt to commit any of these enumerated offenses if the conviction, adjudication of delinquency or acquittal by reason of insanity is entered on or after the effective date of this act or the offender is serving a sentence of incarceration, probation, parole or other form of community supervision as a result of the offense or is confined following acquittal by reason of insanity or as a result of civil commitment on the effective date of this act.

The Contractor shall notify prospective employees that the NJSPB will conduct an investigation and a complete review of their submitted application. Prospective employees shall not begin employment prior to receiving official clearance, in writing, from the NJSPB.

The NJSPB, on a case-by-case basis, may allow the employee to begin employment with the Contractor and provide services to the resident parolee population pending formal NJSPB review of the employee submission form. The Contractor is required to submit such a request, in writing, to the NJSPB and the Contractor will receive a response from the NJSPB, in writing, concerning the approval or denial of said request. Should the

NJSPB determine the employee is not cleared for employment with the resident parolee population, the Contractor must immediately remove the employee from working with the resident parolee population.

9.3 EXECUTIVE OFFICER

Each facility and its program(s) shall be managed by a single Executive Officer or Director employed by the Contractor.

9.4 STAFFING REQUIREMENTS

The Contractor shall develop a staffing matrix to be approved by the NJSPB within seven (7) calendar days of the service commencement date.

The minimum staffing requirements are as follows:

- Facility Program Director;
- Assistant Facility Program Director and/or Casework Supervisor;
- Case Manager – resident parolee to staff ratio shall not exceed 20:1;
- Facility Monitor;
- Secretary/Administrative Assistant/Receptionist;
- Food Supervisor/Cook (Cook not necessary if food services are subcontracted); and
- Maintenance personnel (as needed).

The Contractor should support the continuing education of staff with respect to the knowledge and skills necessary to provide services to a diverse offender population.

Case management shall consist of ensuring resident parolees are receiving and participating in programmatic activities appropriate to their assessed needs, meeting with the resident parolee at a minimum of once every seven (7) calendar days to ensure progress is sufficiently addressed with the resident parolee, and documenting all such meetings and resident parolee activities in the case file records.

Staff working directly with the resident parolee population shall be trained in Motivational Interviewing/Motivational Enhancement Therapy.

9.5 STAFFING QUALIFICATIONS

All staff assigned to the PATH Program requiring a college degree(s), licensing, certification(s) and/or authorization(s) to provide resident parolee care shall possess the requisite degree(s), be currently licensed, certified or authorized to provide required PATH Program services under the appropriate laws or rules of the State of New Jersey and/or under the applicable standards of the appropriate Professional Licensing Board(s).

The NJSPB may, on a case-by-case basis, deem an employee's or prospective employee's demonstrated experience in serving the offender population as equivalent to a degree or a substitute for the educational requirements for employees and prospective employees of the Contractor. In such instances, the Contractor shall submit written documentation and a statement attesting to the employee or prospective employee's qualifications for the granting of an equivalency or substitution determination for the educational requirements.

9.6 STAFFING MATRIX

The Contractor shall have trained staff on the premises to provide twenty-four (24) hour per day coverage, seven (7) days per week. The Contractor shall develop a staffing matrix to provide the maximum amount of interaction between staff and resident parolees. The Contractor shall provide a copy of the staffing matrix to the NJSPB at least fourteen (14) calendar days prior to each facility becoming operational. The Contractor shall provide a work schedule clearly defining the duty hours of each full-time and part-time staff.

The Contractor shall maintain minimum staffing levels for the PATH Program as outlined in its proposal which is incorporated into the contract. Staffing patterns at all levels of the counseling process shall meet the needs of the resident parolee population. Full-time employment is defined as a minimum of thirty-five working hours per week. Part-time staff shall not exceed 20% of the total number of positions of the program unless prior approval has been obtained from the NJSPB. As needed, provisions shall be made for substitute staff with equivalent qualifications to replace absent staff members.

The NJSPB shall be advised, in writing, of all staffing changes (e.g. transfer to another program or program facility, termination) within each facility and/or any incident involving contract staff that may impact upon the program within forty-eight (48) hours of each occurrence. If verbal notification was provided, the Contractor shall follow up with written notification to the NJSPB within the forty-eight (48) hour time frame.

The NJSPB may elect to allow deviations from the requirements delineated in Section 9.0 (Staffing and Employees) when required to meet the needs of specialized populations or when the NJSPB or the Contractor has proposed specialized program designs. The NJSPB shall not be required to accept such proposals in writing and may establish additional conditions as necessary to safeguard its interests.

9.7 JOB DESCRIPTIONS

The Contractor shall develop and maintain a written job description for each position in the staffing matrix, including but not limited to job title, responsibility and required minimum experience and education.

Copies of each job description shall be maintained in the policy and procedural manual with copies sent to the NJSPB.

9.8 MONTHLY STAFF ROSTER

The Contractor shall provide the NJSPB with a written monthly staff roster. The roster shall include employee name, title, date of hire and termination and whether the employee is full or part-time, as well as the number of current staffing vacancies. Attached to the roster shall be a copy of the program's weekly and/or monthly programming schedule indicating services provided, the name of the staff person assigned and the number of resident parolees participating in each service.

9.9 FACILITY PROGRAM DIRECTOR'S RESPONSIBILITIES

The Facility Program Director shall hold a Baccalaureate Degree or equivalent in the Social Sciences or a related field and have two years' experience supervising casework staff.

The responsibilities of the Facility Program Director shall include, but not be limited to, the following:

- Ensuring the development of evidence-based programming;
- Supervising the Assistant Facility Program Director and/or Casework Supervisor;

- Implementation, monitoring, and enforcement of all policies and procedures, including the rights of resident parolees while at the program;
- Planning for, and administration of, managerial, operational, fiscal, and reporting components of the program;
- Participating in the development of a quality assurance plan for resident parolee care and staff performance;
- Ensuring that all personnel are assigned duties based upon their education, training, competencies, and job descriptions;
- Ensuring the provision of staff orientation and staff education;
- Establishing and maintaining liaison relationships and communication with program staff and services, with support services and community resources and with resident parolees;
- Establishing and maintaining effective relationships with both internal and external stakeholders, community service providers, and program participants; and
- Ensuring contract compliance and maintaining a collaborative relationship with the NJSPB at all times.

9.10 SUBSTITUTION OF FACILITY PROGRAM DIRECTOR

The Contractor agrees that no substitution of such specific individual and/or personnel qualifications shall be made without the prior written approval of the NJSPB. The Contractor further agrees that any replacement of the Facility Program Director made pursuant to this paragraph shall be with personnel of equal or better qualifications.

9.11 ASSISTANT FACILITY PROGRAM DIRECTOR OR CASEWORK SUPERVISOR

The Assistant Facility Program Director or Casework Supervisor shall hold a Baccalaureate Degree or equivalent in the Social Sciences or a related field and have two years' experience supervising casework staff.

The responsibilities of the Assistant Facility Program Director shall include, but not be limited to, the following:

- Responsible for all of the duties of the Facility Program Director when the Facility Program Director is absent;
- Responsible for the efficient management of casework functions and supervision of casework staff;
- Responsible for monitoring resident parolees' progress and making recommendations to the Case Manager, assigned NJSPB representative and the resident parolee whenever corrective measures are indicated; and
- Responsible for monitoring the methodologies and procedures governing casework documentation and for ensuring that resident parolees are working in compliance with their individualized service plans.

9.12 CASE MANAGER

The Case Manager shall hold a Baccalaureate Degree or equivalent in the Social Sciences or a related field or have two years' experience in casework duties providing services to the offender population.

The responsibilities of the Case Manager shall include, but not be limited to, the following:

- Meeting with the resident parolee a minimum of once per week to review progress and ensure the resident parolee is attending required programming activities;
- Ensuring efficient management of casework functions as well as being responsible for monitoring each resident parolee's progress and recommending corrective measures to the assigned NJSPB representative when progress is substandard;

- Possession of a broad, in-depth knowledge of the program modalities and services of the Contractor's program to ensure an appropriate match for the resident parolee; and
- Initiation and final preparation of the discharge/continuing care plan and forwarding of all documentation to the NJSPB upon discharge.

The Contractor shall ensure that the Case Manager receives cognitive behavioral skills training with respect to the provision of services to a resident parolee population within sixty (60) calendar days after the service commencement date.

9.13 FACILITY MONITOR

The Contractor shall employ a minimum of one (1) Facility Monitor onsite for every twenty (20) resident parolees. The Facility Monitor shall provide continuous and uninterrupted supervision of resident parolees during the evening, overnight and weekend shifts.

The Contractor shall provide Facility Monitors with training in de-escalation techniques and crisis prevention and management, which must be provided on an annual basis.

9.14 SECRETARY/ADMINISTRATIVE ASSISTANT

The Secretary/ Administrative Assistant shall have a minimum of a high school diploma or GED, and possess good oral and written communication and typing skills. In addition, this staff person may function as the program's receptionist and perform other office clerical duties as needed.

9.15 FOOD SUPERVISOR/COOK

The Food Service Supervisor/Cook or a designated employee of the Contractor shall supervise all on-site meal preparations.

The Contractor shall provide services in accordance with the Contractor's approved food service plan as stated in its proposal. The written food service plan shall name the position designated to supervise food operations and list the duties that person may delegate to others.

The Contractor shall ensure that all food preparers follow guidelines as set forth by State and Local health regulations and sanitation codes. A list showing the working hours of the individuals preparing the meals along with a list of the daily meal schedule shall be prepared and posted. A daily and/or weekly menu shall be prepared and posted conspicuously throughout the facility.

No staff member or resident parolee shall be assigned to prepare or handle food until they have been medically cleared and instructed in the requirements for sanitation and cleanliness in the preparation and serving of food (in compliance with State and Local health regulations and sanitation codes).

The Contractor has the option, at its discretion, to subcontract with a food service provider, which it must identify in its proposal.

9.16 VACANT POSITIONS

The Contractor shall make every effort to fill vacancies in program related staff within thirty (30) calendar days of the vacancy. In the event that a vacancy cannot be filled within thirty (30) calendar days, the Contractor shall submit a notification to the NJSPB requesting a waiver of the thirty (30) calendar day requirement to fill

the staffing vacancy. Upon review of the Contractor's waiver request, the NJSPB may request a written plan for filling the position, along with copies of, for example, any advertisements, employment agency contacts, job fair participation, or schedule of interviews.

9.17 NOTIFICATION OF INCIDENT/VIOLATION

The NJSPB shall be immediately advised of any incident involving contract staff's interaction with the parolee population that may negatively impact upon the NJSPB and/or the Contractor.

9.18 INTERN/VOLUNTEER SERVICES

The Contractor shall obtain the written approval of the NJSPB prior to utilizing any intern/volunteer services at the PATH Program. Upon NJSPB approval to utilize intern/volunteer services, the Contractor shall adhere to the required mandates of the NJSPB governing the utilization of intern/volunteer services involving parolees, including the conducting of criminal background checks on each intern and volunteer and adherence to the provisions of RFP Section 9.2 (Employee Background Checks).

The use of intern/volunteer services by the Contractor to substitute for the hiring of any full or part time staff members to perform the programming and services outlined in these bid specifications is strictly prohibited.

9.19 PERSONNEL RECORDS

A personnel record shall be maintained for each employee by the Contractor which shall contain, at minimum, the following: application, background investigation, dates of employment, training, copies of licenses/professional credentials, degree, diploma, performance evaluations, and disciplinary actions.

9.20 PERSONNEL MANUAL

The Contractor must have a written personnel manual in place and available to the NJSPB within fourteen (14) calendar days of the service commencement date. This manual must contain personnel policies that reflect the Contractor's management philosophy. The Contractor must include management philosophy and staff development plans in their proposal. The policies shall address issues including, but not limited to, hiring practices, promotions, grievance procedures, staff development, training, performance appraisals, benefits, disciplinary procedures, and terminations. The policies shall be applicable to all employees. The personnel manual must be available to all staff and accessible to them at their work site.

9.21 EMPLOYEE CONDUCT

The Contractor shall ensure that personnel policies define ethical and professional relationships, which shall be maintained between staff and parolees that are under the supervision of the NJSPB.

The Contractor further understands and agrees that investigations of Contractor's employees' conduct will be initiated by the NJSPB if it is believed by the NJSPB to be warranted. The Contractor shall notify employees of the standards of employee conduct. This document shall be maintained in the employee's personnel records. Standards of employee conduct shall include, but not be limited to, the following:

- Staff shall value the human worth and dignity of all parolees through fair treatment and respect to the individual, recognizing diversity and the parolee's individual rights;
- Staff shall not verbally or physically abuse any parolee;
- Staff shall recognize each parolee's right to privacy and adhere to confidentiality rules and regulations;

- Staff shall not display favoritism or preferential treatment for any individual parolee or groups of parolees;
- Staff shall not engage in any personal or business relationship with any parolee under active supervision or the parolee's family or associate (e.g. selling, buying or trading personal property) or employing them in any capacity;
- Staff shall never accept for themselves or any member of their family, any personal gift, favor or service from any parolee or any parolee's family or associate, no matter how trivial the gift or service may seem. In addition, no staff shall give any gifts, favors or services to parolees, their families or associates;
- Staff may not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the NJSPB. The Contractor shall ensure that the conduct of all employees is above reproach. Employees shall not only avoid misconduct, but the appearance of misconduct as well;
- Staff shall not foster undue familiarity with offenders or permit offenders to be unduly familiar towards them; the Contractor shall provide notice to the NJSPB of any staff members that are already familiar with any offender in the PATH Program;
- Staff shall immediately notify the Facility Program Director and the NJSPB of any personal relationship between themselves and any offender and/or any offender's family member(s) in attendance at the PATH Program; and
- Staff shall immediately report any violation or attempt to violate these standards to the Contractor's Facility Program Director.

The Facility Program Director is responsible for immediately reporting each violation and the proposed disciplinary action to be taken by the Contractor to the NJSPB, both telephonically and in writing. Written notification shall be provided within twenty-four (24) hours of the Facility Program Director's notification of each violation.

If warranted, a determination will be made by the NJSPB as to whether the employee shall continue to work with parolees.

Any failure to report a violation or to take appropriate disciplinary action against a Contractor's employee may subject the Contractor to appropriate action by the NJSPB, up to and including termination of the contract.

9.22 STAFF TRAINING

The Contractor shall provide training to all staff directly involved in providing any service to resident parolees within sixty (60) calendar days of employment in the following areas, at a minimum: the Level of Service Inventory-Revised (LSI-R) and either the Substance Abuse Subtle Screening Inventory (SASSI) or the Texas Christian University II Drug Screen II (TCUDS II), Advanced Case Management, Motivational Interviewing, Cognitive Behavioral Skills programming and Anger and Aggression Reduction programming. The Contractor shall also indicate any additional training it will be providing to its employees with respect to the PATH Program.

The Contractor shall be responsible for the costs of all staff training.

9.23 DRUG FREE WORKPLACE

The Contractor shall, at all times, maintain a drug free workplace and, at a minimum, shall take the following actions:

- Publish a statement notifying employees that unlawful possession, use, manufacture, distribution, and dispensation of a controlled dangerous substance is prohibited and specifying actions to be taken against employees for violations;

- Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the Contractor's policy of maintaining a drug-free workplace; any available counseling, rehabilitation and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations; and
- Every employee who works at the facility shall receive a copy of the Contractor's drug-free policy statement and agree to abide by the terms of the Contractor's statement as a condition of employment.

9.24 SMOKING POLICY

The Contractor shall develop a policy on the prohibition of indoor smoking at each facility by staff, parolees and visitors in accordance with State Law.

9.25 LITIGATION SUPPORT

The Contractor shall provide testimony regarding any litigation resulting from work performed in fulfillment of the contract upon request by the NJSPB. At a minimum, the Contractor shall provide a representative of the Corporation, Firm, Organization, or other Contractor entity, and the facility Program Director.

10.0 FINANCIAL REPORTS AND RECORDS, AUDITS AND PER DIEM

10.1 FINANCIAL MANAGEMENT SYSTEM

The Contractor shall designate a Chief Financial Officer who shall be responsible for maintaining an adequate financial management system. The Chief Financial Officer shall notify the NJSPB when the Contractor cannot comply with the requirements established in this section of the contract.

A. The Contractor's financial management system shall provide for:

- 1) Accurate, current, and complete disclosure of financial reports of each program or contract; the Contractor shall permit inspection of their books by the NJSPB at any time. The cost for follow-up audits due to vendor deficiencies or non-compliance shall be borne by the Contractor;
- 2) Records that adequately identify the source and application of funds for the NJSPB supported activities;

Please Note: These records shall contain information pertaining to contract awards and authorization, obligations, unobligated balances, assets, liabilities, outlays, and income;

- 3) Effective internal and accounting controls over all funds, property and other assets;

Please Note: The Contractor shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes;

- 4) Accounting records that are supported by source documentation. The Contractor must make available an accounting of all costs allocated or paid to any affiliated company rendering services to the Contractor, including substantiation and basis of allocation of costs;
- 5) The NJSPB requires the submission of a Statement of Adequacy of the Accounting System on an annual basis;
- 6) Program funds must be segregated and maintained in separate checking accounts for each NJSPB contract. At no time shall any funds received or disbursed under this contract be commingled with other business activities or contracts of the Contractor; and
- 7) The general and administrative costs of each of the Contractors programs shall be identified separately and a detailed explanation on the cost allocation methodologies employed shall be included.

If the NJSPB determines that the Contractor's accounting system does not meet the standards described in Paragraph (A) above, additional information to monitor the Contractor may be required by the NJSPB upon written notice to the Contractor until such time as the system meets with the NJSPB's approval.

10.2 AUDIT REQUIREMENTS

- A. The single audit performed under this contract must be conducted annually on an organization-wide basis. The single audit report is required to be submitted to the NJSPB within 120 calendar days of the Contractor's fiscal year end date. Any extension of this provision shall be requested by the Contractor, in writing, to the NJSPB. In its request to the NJSPB for an extension of submission date of the single

audit report, the Contractor shall state the reason(s) for requesting an extension in addition to the anticipated compliance date.

- B. The NJSPB requires that a licensed Certified Public Accountant or person working for a licensed certified public accounting firm, appointed and paid for by the Contractor, subject to the approval of the NJSPB, be designated to perform the single audit requirements of this contract.

10.2.1 THE AUDIT OF A PROVIDER AGENCY SHALL BE IN ACCORDANCE WITH:

- A. New Jersey Department of the Treasury Circular Letter 04-04-OMB "Single Audit Policy for Recipient of Federal Grants, State Grants and State Aid Payments";
- B. Federal OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations";
- C. Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA);
- D. Government Auditing Standards established by the Comptroller General of the United States and issued by the U.S. Government Accountability Office;
- E. The AICPA audit and accounting guides Audits of States, Local Governments and Nonprofit Organizations and, as applicable, AICPA industry audit guides and Accounting Standards Codification;
- F. New Jersey Department of the Treasury, OMB Circular 98-07, "Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments";
- G. New Jersey Department of the Treasury, OMB" State Grant Compliance Supplement";
- H. Applicable Federal OMB Circular's A-87 "Cost principles for State and Local Governments" or A-122 "Cost Principles for Non-profit Organizations"; and
- I. New Jersey Department of the Treasury Circular Letter 05-12, Grant Agreements – Agency Contracts.

10.2.2 ADDITIONAL AUDIT REQUIREMENTS

The audit shall include the following:

- A. Specific statement that all required tax returns have been filed and taxes (including but not limited to payroll taxes) have been paid and are up to date;
- B. A copy of the management advisory letter (when provided as a routine part of audit engagement);
- C. If the audit uncovers or suggests any irregularities or illegal acts, knowledge of these acts must be communicated immediately by the auditors to the Chief Fiscal Officer, New Jersey State Parole Board, P.O. Box 862, Trenton New Jersey 08625-0862;
- D. The audit work papers and reports shall be retained by the auditor for a minimum of seven (7) years from the date of the audit report, unless the auditor received a request in writing from the NJSPB for the need to extend the retention period;

- E. The audit work papers and reports shall be made available upon request to the NJSPB or its designee(s);
- F. Any change in Contractor's fiscal year shall be immediately reported to the NJSPB;
- G. Copies of all audit reports shall be submitted to the cognizant State agency, with a copy provided to the NJSPB when the NJSPB is not the cognizant state agency;
- H. The independent accountant is subject to an external quality control review in accordance with Government Auditing Standards at least once every three (3) years;
- I. Individuals who audit federal and state funds and are responsible for planning or directing an audit, or conducting substantial portions of the fieldwork or reporting on the audit, are required to obtain eighty (80) Continuing Professional Education (CPE) credits every two (2) years, including twenty-four (24) CPE credits in government related subjects; and
- J. The Contractor agrees to ensure timely and appropriate resolution of audit findings and recommendations. Corrective action plans and notifications of the timing of the implementation of the plans shall be forwarded to the NJSPB within thirty (30) calendar days.

11.0 PROPOSAL PREPARATION AND SUBMISSION

11.1 QUESTION AND ANSWER PERIOD

All interested Bidders are advised to review the written Bid Specifications carefully and to rely upon the information incorporated therein when preparing their bid proposal(s).

The NJSPB will accept questions and inquiries from all potential Bidders.

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Questions regarding the State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements must be posed during the Question and Answer Period and should also contain the bidder's suggested changes.

Bidders must not contact the NJSPB directly, in person, by telephone or by e-mail, concerning this RFP.

The cut-off date for questions and inquiries relating to this RFP is **3:00 p.m. on May 19, 2014**. Bidders must fax any questions relating to this RFP to the attention of Leonard Ward, Director, Divisions of Parole and Community Programs at (609) 633-7930. Questions shall be clearly marked "RFP Questions – PATH." Bidders should contact Donna Fuccello at (609) 943-4432 to confirm that their facsimile transmission has been received. A written response to such questions shall be provided to all Bidders that have requested the Bid Specifications.

11.2 SUBMISSION OF PROPOSAL

In order to be considered for award, the proposal must arrive at the New Jersey State Parole Board by **3:00 p.m. on June 5, 2014** at the appropriate location by the required time. **ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

NEW JERSEY STATE PAROLE BOARD
CENTRAL OFFICE
171 JERSEY STREET
BUILDING 1
TRENTON, NJ 08611

Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals.

If the Bidder submits proposals for more than one site (facility) and/or region, each proposal is required to be completed and submitted separately. Each proposal shall be considered stand-alone. A proposal may be rejected for failure to follow the instructions regarding multiple proposals as stated herein.

11.3 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE PROVIDED TO ALL BIDDERS THAT HAVE REQUESTED THE BID SPECIFICATIONS.

There are no designated dates for release of addenda.

11.4 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFP.

The NJSPB assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a proposal in response to this RFP.

11.5 CONTENTS OF PROPOSAL

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

Subsequent to the proposal submission opening, all information submitted by Bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your proposal will be redacted by the NJSPB. A Bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Bidder has a good faith legal and/or factual basis for such assertion. The NJSPB reserves the right to make the determination as to what is proprietary or confidential, and will advise the Bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The NJSPB will not honor any attempt by a Bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the Bidder's assertion of confidentiality with which the NJSPB does not concur, the Bidder shall be solely responsible for defending its designation.

In submitting a bid proposal, the Bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

11.6 NUMBER OF BID PROPOSAL COPIES

The Bidder must include the following proposal copies:

One (1) complete ORIGINAL proposal, clearly marked as the "ORIGINAL" proposal.

Six (6) complete and exact copies, clearly marked "COPY".

One (1) unbound, complete and exact copy of the original, clearly marked "COPY".

One (1) complete and exact ELECTRONIC copy of the original proposal in PDF file format on disc (CD or DVD) to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software.

11.7 PROPOSAL SUBMISSION

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the Bidders submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the NJSPB.

11.8 PRICE ALTERATION IN HARD COPY PROPOSALS

Proposal prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the Bidder.

11.9 PROPOSAL ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Proposal Errors," a Bidder may withdraw its proposal as described below.

A Bidder may request that its proposal be withdrawn prior to the proposal submission opening. Such request must be made, in writing, to Leonard Ward, Director, Divisions of Parole and Community Programs. If the request is granted, the Bidder may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal submission and at the place specified.

If, after the proposal submission opening but before contract award, a Bidder discovers an error in its proposal, the Bidder may make a written request to Director Ward for authorization to withdraw its proposal from consideration for award. Evidence of the Bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. After the proposal submission opening, while pursuant to the provisions of this section, you may request to withdraw your proposal and the NJSPB may, in their discretion, allow you to withdraw it. The NJSPB may also take notice of repeated or unusual requests to withdraw by a Bidder and take those prior requests to withdraw into consideration when evaluating the Bidder's future bids or proposals.

All proposal withdrawal requests must include the final proposal submission date and be sent to the following address:

Leonard Ward, Director
Divisions of Parole and Community Programs
P.O. Box 862
Trenton, NJ 08625

If during a proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the NJSPB shall issue written notice to the Bidder. The Bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Bidder's intention is not readily discernible from other parts of the proposal, the NJSPB may seek clarification from the Bidder to ascertain the true intent of the proposal.

11.10 JOINT VENTURE

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Refer to Section 11.11.2.1 (Business Registration) of this RFP.

11.11 PROPOSAL CONTENT

The proposal should be submitted in two volumes with the content of each volume as indicated below.

Volume 1

Section 1 - Forms (RFP Sections 11.11.1 and 11.11.2)

Section 2 - Technical Proposal (RFP Section 11.11.3) – **NOTE: This section of the Bidder's submission is limited to 50 pages or fewer, with no smaller than a 12 point font.**

Section 3 - Organizational Support and Experience (Section 11.11.4)

Volume 2

Section 4 – Price Schedule (RFP Section 11.11.5)

11.11.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL

11.11.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By submitting their bid proposal, the Bidder/offeree is automatically certifying that either:

- a. The Bidder has no operations in Northern Ireland; or
- b. The Bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Bidder/offeror electing not to certify to the MacBride Principles must nonetheless include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

11.11.1.2 NO SUBCONTRACTOR CERTIFICATION

For a proposal that does NOT include the use of any Subcontractors, by submitting its proposal, the Bidder is *automatically* certifying that:

1. In the event the award is granted to Bidder's firm and the Bidder later determines at any time during the term of the contract to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the Bidder will submit a Subcontractor Utilization Plan form for approval to the NJSPB in advance of any such engagement of Subcontractors.
2. If the contract is a small business subcontracting set-aside, the Bidder certifies that in engaging Subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

11.11.1.3 NON-COLLUSION

By submitting a proposal, the Bidder certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Bidder or potential Bidder.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the proposal submission.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- e. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

11.11.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The State Treasurer has established a business ethics guide to be followed by State Contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at:

http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By submitting its proposal, the Bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

11.11.1.5 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:24.2, in the event the Bidder is a corporation, partnership or sole proprietorship, the Bidder must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompanying the proposal. Failure to submit the form will preclude the award of a contract.

11.11.1.6 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.

11.11.1.7 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The Bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

11.11.1.8 SUBCONTRACTOR UTILIZATION PLAN

All Bidders intending to use a Subcontractor must submit a completed Subcontractor Utilization Plan. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

11.11.1.9 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS

Pursuant to the provisions of N.J.S.A. 52:32-17 and N.J.A.C. 17:13, this contract, or a portion thereof, has been designated as a set-aside contract for small business. As such, as indicated on page one of this document, eligibility to bid is limited to Bidders that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Division of Revenue, Small Business Enterprise Unit.

As defined at N.J.A.C. 17:13-1.2, "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories: (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5 million; and (iii) those with gross revenues that do not exceed \$12 million, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Inasmuch as this is a full or partial set-aside contract, the Bidder should provide, as part of its response to this solicitation, proof of its current registration as a qualifying small business with the New Jersey Division of Revenue, Small Business Enterprise Unit. Application and registration requirements are presented on the web at <http://www.nj.gov/njbusiness/contracting/> or by contacting that agency during business hours as indicated below.

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
SMALL BUSINESS ENTERPRISE UNIT
33 WEST STATE STREET – FIFTH FLOOR
PO BOX 026, TRENTON, NJ 08625-0026
TELEPHONE: 609-292-2146
FAX #: 609-292-8764

**** IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS PREVIOUSLY REGISTERED OR BEEN CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER SHOULD ENSURE IT IS REGISTERED ON THE DAY OF PROPOSAL RECEIPT AND OPENING WITH THE DIVISION OF REVENUE, SMALL BUSINESS ENTERPRISE UNIT TO BE ELIGIBLE FOR AWARD.**

IN ORDER TO EXPEDITE THE SMALL BUSINESS REGISTRATION PROCESS FOR THIS PROCUREMENT, THE BIDDER MAY FAX A COPY OF RFP PAGE ONE (1) REFLECTING THE PROPOSAL SUBMISSION DATE ALONG WITH THE COMPLETED SMALL BUSINESS REGISTRATION FORM TO THE NEW JERSEY DIVISION OF REVENUE, SMALL BUSINESS ENTERPRISE UNIT TO THE FAX NUMBER ABOVE.

11.11.1.9.1 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS

This is a contract with set-aside subcontracting goals for New Jersey Small Business Enterprises. If the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan. If the Bidder intends to subcontract, the Bidder should take the following actions to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II, and III appropriate to the RFP;
2. Request a listing of small businesses by Category from the New Jersey Division of Revenue, Small Business Enterprise Unit;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential Subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential Subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed Subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain a copy of the New Jersey of Revenue, Small Business Enterprise Unit's proof of registration as a small business for any business proposed as a Subcontractor; and documentation of the Bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Bid Review Unit of the Division to effectively assess the Bidder's efforts to comply if the Bidder has failed to attain the statutory goals.

If the Bidder chooses to use Subcontractors and fails to meet the small business subcontracting targets set forth above, the Bidder must submit documentation demonstrating its good faith effort to meet the targets with its proposal or within seven (7) business days upon request.

NOTE: A BIDDER'S FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR PROVIDES SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS

WITH THE PROPOSAL OR WITHIN SEVEN (7) BUSINESS DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If awarded the contract, the Bidder shall notify each Subcontractor listed in the Plan, in writing.

Each Bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the Bidder's compliance with N.J.A.C. 17:13-1.1 et seq., and this RFP.

11.11.1.10 PRICING

The Bidder must submit its pricing on the NJSPB supplied Price Schedules and supply any additional pricing information as directed in RFP Section 11.11.5 (Price Schedule/Sheet).

11.11.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL

11.11.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the Bidder should submit a copy of its valid BRC and those of any named Subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any Bidder, inclusive of any named Subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a Bidder's early attention to this requirement is highly recommended. The Bidder and its named Subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A Bidder otherwise identified by the Division as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the NJSPB. A Bidder who fails to comply with this requirement by the deadline specified by the NJSPB will be deemed ineligible for contract award. Under any circumstance, the NJSPB will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Bidder receiving a contract award as a result of this procurement and any Subcontractors named by that Bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

11.11.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of a contract, the Bidder is required to submit a completed source disclosure form. The Bidder's inclusion of the completed Services Source Disclosure Form with the

proposal is requested and advised. Refer to RFP Section 14.1.2 (Source Disclosure Requirements) for additional information concerning this requirement.

11.11.3 TECHNICAL PROPOSAL

In this section, the Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., RFP Section 3.0. The Bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the proposal should minimally contain the information identified below.

11.11.3.1 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should demonstrate to the NJSPB that the Bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. The Bidder shall demonstrate the ability to comply with Evidence-Based Practice (EBP) principles in the bid response. This narrative should demonstrate to the NJSPB that the Bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's ability to complete the contract. The Bidder's response to this section should be designed to convince the NJSPB that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Bidder's proposal will lead to successful contract completion.

11.11.3.2 CONTRACT MANAGEMENT

Please Note: All plans submitted by the Bidder with its proposal must be final, not draft, plans unless noted otherwise. Plans submitted with the proposal will be binding on the Bidder in the event it is awarded a contract for any program services. Specific plans may be subject to change during contract term upon approval of the NJSPB.

Bidders shall include all the following in its proposal submission (failure to provide any requested information will result the proposal being found non-responsive):

- 1. The Bidder shall describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan shall include the Bidder's approach to communicate with the NJSPB including, but not limited to, status meetings, status reports and a description of its financial management system.**
- 2. The Bidder shall demonstrate how it will operate a residential facility(ies) capable of providing PATH Program services as outlined in these RFP specifications.**
- 3. The Bidder shall identify in the proposal an available facility or facilities where the PATH Program shall be operated.**
- 4. The Bidder shall include in its proposal a Disturbance Control Plan that it will implement in the event of a major disturbance for the purpose of meeting emergencies such as: riots; strikes;**

attacks upon staff, visitors or parolees; explosions or fires; suicides or attempted suicides; natural disasters; and accidental injuries to staff, visitors or parolees.

5. The Bidder shall provide a contingency plan that in the event of any occurrence or circumstance by which the Bidder is unable to provide any contracted services, said services are to be provided at another site/location under their control, or by a third party (which may include another existing NJSPB Contractor) at other locations.
6. The Bidder shall provide the procedures it will utilize to ensure maximum accountability for the required presence of resident parolees within the program facility.
7. The Bidder shall provide its policies and procedures to ensure the inventory and control of every key issued and used in the facility's operations.

The Bidder should include the following in its proposal submission:

1. The Bidder should demonstrate in its proposal ways in which it will maintain a therapeutic environment for resident parolees. The bidder should demonstrate in its proposal, programming to include structure or the capacity for rewarding positive behavior in addition to punishing negative behavior.
2. The Bidder should include in the proposal a plan to address the following required services that will be provided to all resident parolees:
 - Program Orientation;
 - Assessments;
 - Individualized Service Plans;
 - Access to Employment Services;
 - Life Skills Training;
 - Regular House Meetings;
 - Linkages with various community resources, in conjunction with the NJSPB representative, to meet the identified needs of the resident parolee;
 - Assistance with registering with applicable County Social Services agency;
 - Registration with the Department of Labor's One Stop Operating System (OSOS); and
 - Communication with the NJSPB representative.
3. The Bidder should include in the proposal a plan to include the following required additional services:
 - Food Services, including identification of food service provider if food services are subcontracted by the Contractor;
 - Procedures for emergency and non-emergency medical, dental and mental health services;
 - Transportation services; and
 - Linkages with various community resources, in conjunction with the NJSPB representative, to meet the identified needs of the resident.
4. The Bidder should include a description of the curriculum, as follows: a schedule listing the number of hours that each program is to be provided in a seven (7) day week, and a detailed

description of the allocation of staff and staff credentials that shall be assigned to each of these program services.

- 5. The Bidder should specify the trainer providing services, the length and frequency of training and the specific staff positions that will be trained in each area.**
- 6. The Bidder should include in its proposal a written plan for a quality assurance program for resident parolee care.**

11.11.3.3 CONTRACT SCHEDULE

The Bidder should include a contract schedule. If key dates are a part of this RFP, the Bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The Bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the Bidder.

11.11.3.4 MOBILIZATION AND IMPLEMENTATION PLAN

It is essential that the NJSPB move forward quickly to have the contract in place. Therefore, the Bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award of June 15, 2014.

Such mobilization and implementation plan should include the following elements:

- a. Given the inherent time limitations, the NJSPB understands the Contractor may not be able to have the PATH Program fully operational on or about July 1, 2014. The Contractor shall provide a detailed timetable for the mobilization and implementation period, which shall not be more than sixty (60) days from notification of contract award. This timetable should be designed to demonstrate how the Bidder will have the contract up and operational from the date of notification of award.
- b. The Bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Bidder's mobilization and implementation of the contract within this time period.

NOTE: The Bidder should clearly identify management, supervisory and other key staff that will be assigned only during the mobilization and implementation period.

- c. The Bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation period.
- d. The Bidder's plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.
- e. The Bidder's plan for the use of Subcontractor(s), if any, on this contract. Emphasis should be on how any Subcontractor identified will be involved in the mobilization and implementation plan.

11.11.3.5 POTENTIAL PROBLEMS

The Bidder should set forth a summary of any and all problems that the Bidder anticipates during the term of the contract. For each problem identified, the Bidder should provide its proposed solution.

11.11.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications and capabilities to perform the services required by this RFP. This section of the proposal must minimally contain the information identified below.

11.11.4.1 LOCATION

The Bidder should include the exact address of the Bidder's office where responsibility for managing the contract will take place. The Bidder should include the telephone number and name of the individual to contact.

11.11.4.2 ORGANIZATION CHARTS

- a. **Contract-Specific Chart.** The Bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.
- b. **Chart for Entire Firm.** The Bidder should include an organization chart showing the Bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the Bidder's overall organizational structure.

11.11.4.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- The individual's previous experience in completing each similar contract.
- Beginning and ending dates for each similar contract.
- A description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Bidder should include copies of all degree(s), license(s), certification(s) and/or authorization(s) to provide resident parolee care for all staff identified by the Bidder/Contractor as being assigned to the PATH Program.

The Bidder should provide detailed resumes for each Subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is designated to perform. When a Bidder submits resumes pursuant to this paragraph, the

Bidder shall redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

11.11.4.4 BACKUP STAFF

The Bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the Bidder must hire management, supervisory and/or key personnel if awarded the contract, the Bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

11.11.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the Bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

The Bidder should provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Bidder's proposal. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

11.11.4.6 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the NJSPB with the ability to judge the Bidder's financial capacity and capabilities to undertake and successfully complete the contract, the Bidder shall submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year. If certified financial statements are not available, the Bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Bidder as of, and for, the periods presented in the statements. In addition, the Bidder should submit a bank reference.

If the information is not supplied with the proposal, the NJSPB may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) business days, the NJSPB may deem the proposal non-responsive.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. A Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the proposal.

The NJSPB reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

11.11.5 PRICE SCHEDULE/SHEET

The Bidder must submit its pricing using the format set forth in the NJSPB-supplied price sheet/schedule(s) accompanying this RFP. Failure to submit all information required will result in the proposal being considered non-responsive. Each Bidder is required to hold its prices firm through issuance of contract.

The Bidder shall include in their proposal a breakdown of all costs required to provide services as indicated in the Price Schedule, along with explanatory details for each budget line item. Administrative Expenses shall be itemized and accompanied by a detailed explanation of the basis for such expenses and a copy of any Indirect Cost Agreements with Federal or State agencies as may be applicable.

11.11.5.1 DELIVERY COSTS

Unless otherwise noted elsewhere in the RFP, all prices for items in proposals shall be submitted Freight on Board (F.O.B.) Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the NJSPB.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at Contractor's convenience when a single shipment is ordered. The weights and measures of the NJSPB shall govern.

11.11.5.2 C.O.D. TERMS

C.O.D. terms are not acceptable as part of a proposal and will be cause for rejection of a proposal.

11.11.5.3 CASH DISCOUNTS

Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest proposal.

- a. Discount periods shall be calculated starting from the next business day after the NJSPB has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

12.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

12.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP (which also includes the State of NJ Standard Terms and Conditions), addenda to this RFP, the Contractor's proposal, any best and final offer and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of this RFP take precedence over the State of NJ Standard Terms and Conditions accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the State of NJ Standard Terms and Conditions and any addendum to this RFP, the addendum to this RFP shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the Bidder's proposal, the RFP and/or the addendum to this RFP shall govern.

12.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **three (3)** years. The anticipated "Contract Effective Date" is approximately July 1, 2014. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the Contractor and the NJSPB at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

12.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 180 calendar days beyond the expiration date of the contract.

12.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the Contractor and the NJSPB.

12.5 AVAILABILITY OF FUNDS

The Contractor shall recognize and agree that both the initial provision of funding and the continuation of such funding under the contract is expressly dependent upon the availability to the NJSPB of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the NJSPB to make any payment under the contract or to observe and perform any condition on its part to be performed under the contract as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the contract by the NJSPB or an event of default under the contract and the NJSPB shall not be held liable for any breach of the contract because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the NJSPB beyond the duration of the

award period set forth in the contract and in no event shall the contract be construed as a commitment by the NJSPB to expend funds beyond the termination date set in the contract.

12.6 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this contract.

12.7 SUBSTITUTION OF STAFF

The Contractor shall forward a request to substitute staff to the NJSPB for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the NJSPB.

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

12.8 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the NJSPB for consideration. If the NJSPB approves the request, the NJSPB will advise the Contractor, in writing, of its determination. No substituted or additional Subcontractors are authorized to begin work until the contractor has received written approval from the NJSPB.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its proposal.

12.9 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) calendar days' notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this contract, Contractor or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the proposal. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the Bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon contract award, the Bidder or Contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the Bidder/Contractor's Background IP delivered to the State for the purposes contemplated by the contract.

12.10 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the NJSPB.

12.11 ADVERTISING

The Contractor shall not use the NJSPB's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the NJSPB.

12.12 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the NJSPB with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Bidder in its proposal.

12.13 SECURITY AND CONFIDENTIALITY

12.13.1 DATA CONFIDENTIALITY

12.13.2 SECURITY STANDARDS

1. Network Security: The Contractor shall maintain the Contractor's network security that – at a minimum – includes: network firewall provisioning, intrusion detection and prevention, vulnerability assessments and regular independent third party penetration testing. The Contractor shall maintain network security that conforms to one of the following:
 - A. Current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: <http://web.nvd.nist.gov/view/ncp/repository> or
 - B. Any recognized comparable security standard that the Contractor then applies to its own infrastructure and is approved by the NJ Office of Information Technology (NJOIT). Industry standards such as ISO 27002, PCI Data Security Standard and ISF Standard of Good Practice, align with security best practices from SANS and CISecurity.
 - The Contractor shall be subject to the same security and infrastructure review processes that are required by NJOIT and its partner Departments and Agencies. The Contractor shall submit relevant documentation and participate in the System Architecture Review (SAR) process.
 - For “outsourced hosting services”, the Contractor must demonstrate the ability to not only secure the physical application infrastructure utilizing the above mentioned security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers.
 - If the Contractor is not supplying “dedicated” hardware resources to host State of New Jersey applications and data, the Contractor must demonstrate its strategy to maintain application and/or stack isolation using commercially available security devices to maintain security zones, routing isolation and access control to infrastructure devices and access/security logging (AAA) within its infrastructure.
 - The Contractor shall provide a detailed system design document showing a Network Plan, Disaster Contingency Plan and Security Plan. Logical and physical diagrams are required.
2. Application Security: The Contractor at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.
 1. All systems and applications shall be subject to Vulnerability Assessment scans on a regular basis.
3. Data Security: The Contractor at a minimum shall protect and maintain the security of data in accordance with generally accepted industry practices and to the standards and practices required by NJOIT.
 - Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT (www.nj.gov/it/ps). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps).
 - Data usage, storage, and protection is subject to any applicable regulatory requirements, including those for HIPAA (Health Insurance Portability and Accountability Act), and PII (Personally Identifiable Information), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075) and the New Jersey State tax confidentiality statute, as amended, N.J.S.A. 54:50-8, Payment Card Industry (PCI) Data Security Standard, State of New Jersey Identity Theft

4. **Data Transmission:** The Contractor shall only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Contractor shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor shall encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.
5. **Data Storage:** All data provided by the State of New Jersey or gathered by the Contractor on behalf of the State of New Jersey must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the NJSPB. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the NJSPB.
6. **Data Scope:** All provisions applicable to data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.
7. **Data Re-Use:** All State provided data shall be used expressly and solely for the purposes enumerated in the contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind shall be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the NJSPB.
8. **Data Breach: Unauthorized Release Notification:** The Contractor shall comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor shall assume responsibility for informing the NJSPB and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event.
9. **End of Contract Data Handling:** Upon termination of this contract the Contractor shall erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been complete within thirty (30) days of the termination of this contract or within seven (7) days of the request of an agent of the State whichever shall come first.
10. **Security Audit:** The Contractor must allow State assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes.

12.13.3 SECURITY PLAN

The Contractor must provide a security plan. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The Contractor's security plan must, at a minimum, provide security measures for the following areas:

- Facilities Physical Security
- System Security
- System Data Security
- Administrative and Personnel Security

The security plan shall provide for review of the Contractor's operations and control system. The Contractor shall have the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for the Contractor apply to development, testing, production and backup systems.

The Contractor shall provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing. In the plan, the Contractor shall highlight security features of the system.

In addition, the security plan shall identify and define:

- Regulations and security requirements – how the Contractor will address security requirements such as PCI, HIPAA, FISMA and etc.
- System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and / or operated by the Contractor. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
- Workforce Security - the control process for hiring and terminating of Contractor's employees, and method used for granting and denying access to the Contractor's network, systems and applications. Identify and define audit controls when employment of the employee terminates.
- Role based security access – the products and methods for role based security and access to the Contractor's infrastructure and access to the State's infrastructure.
- Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- Logging / Auditing controls – the Contractor's audit control methods and requirements.
- Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats.
- Vulnerability / Security Assessment – the products and methods used for scanning Contractor's infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments.
- Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- Firewall – the products and methods for firewall control process and intrusion detection methodology.
- Database – the products and methods for safeguarding the database(s).
- Server and infrastructure – the products and methods for "hardening" of the hardware' operating systems.
- Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Contractor must be able to provide reports on an as-needed basis on the access or change for any file within the system.

12.14 CLAIMS AND REMEDIES

12.14.1 CLAIMS

All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

12.14.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the NJSPB of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the NJSPB.

12.14.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material contract requirements, the NJSPB may take steps to terminate the contract in accordance with the State of NJ Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

12.15 LATE DELIVERY

The Contractor must immediately advise the NJSPB of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

12.16 LIQUIDATED DAMAGES

The NJSPB may assess liquidated damages against the Contractor if the Contractor fails to obtain and/or maintain either ACA (American Correctional Association) or CARF (Commission on Accreditation of Rehabilitation Facilities) Accreditation within 18 months of contract award, fails to properly notify the NJSPB of an abscond from supervision, or mistakenly discharges a resident parolee from the facility prior to their actual completion date.

Liquidated damages may immediately be assessed by the NJSPB each time any of the following events occurs due to an act or omission of the Contractor to the extent that such event (or the effects thereof) could have been avoided or mitigated by due diligence and use of reasonable efforts by the Contractor. No notice to the Contractor is required before liquidated damages may be assessed under this section.

<u>Performance Area</u>	<u>Event</u>	<u>Liquidated Damages</u>
Safety and Security	Abscond (i.e. failure to follow RFP abscond notification requirements)	\$5,000 per occurrence
	Erroneous Discharge (i.e. failure to follow program policy and procedure and verify completion date with the NJSPB)	\$5,000 per person
Facility Accreditation	\$200 per day from date of NJSPB notice (i.e. failure to obtain and/or maintain either ACA or CARF accreditation)	

The NJSPB reserves the right to impose both the individual amounts as detailed above, and the use of population control mechanisms, such as: cessation of referrals to, diversion of movement from, and transfers out of, any/all resident parolee populations contracted and compensated by the NJSPB.

12.17 POPULATION MOVEMENTS

The NJSPB reserves the right to direct and control the movement of all resident parolees assigned to the Contractor's program facility, at its sole discretion, and as needed.

Upon receipt of knowledge of the act of a resident parolee to attempt or succeed in the act of absconding from supervision as defined in these RFP specifications, the Contractor shall immediately notify the NJSPB. Said notice shall be in strict compliance with the reporting procedures as outlined in RFP Section 7.12 (Violations and/or Unusual Incidents).

12.18 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the NJSPB.

In the event of additional work and/or special projects, the Contractor must present a written proposal to perform the additional work to the NJSPB. The proposal must provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the Contractor in its proposal.

The Contractor's written proposal must provide a detailed description of the work to be performed, broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

No additional work and/or special project may commence without the written approval of the NJSPB. In the event the Contractor proceeds with additional work and/or special projects without the NJSPB's written approval, it shall be at the Contractor's sole risk. The NJSPB shall be under no obligation to pay for work performed without the written approval of the NJSPB.

12.19 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS

The State of NJ Standard Terms and Conditions provide the contractual terms between the State and the Contractor with the exception of RFP Sections 12.19.1, 12.19.2 and 12.19.3 listed below. All references to the Director of the NJ Department of Treasury, Division of Purchase and Property within the State of New Jersey Standard Terms and Conditions shall be replaced with the NJSPB.

12.19.1 INDEMNIFICATION

Section 4.1 of the State of NJ Standard Terms and Conditions is supplemented with the following:

4.1 Indemnification

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under the contract caused by negligence or willful misconduct of the Contractor;
2. The Contractor's breach of its obligations of confidentiality; and
3. Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.

The Contractor shall not be liable for special, consequential, or incidental damages.

12.19.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the State of NJ Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$2,500,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

12.19.3 CONTRACT TERMINATION

The NJSPB may terminate the proposed Contract under the provisions contained within Section 5.7 of the State of NJ Standard Terms and Conditions.

12.19.3.1 TERMINATION BY THE CONTRACTOR

The Contractor may terminate the proposed contract upon ninety (90) calendar days' written advance notice to the NJSPB. Notice shall be delivered, in writing, according to RFP Section 15.3 (Notices). The Contractor shall be subject to a final audit as set forth in Section 10.2 (Audit Requirements).

12.19.3.2 TERMINATION FOR CONTRACTOR BANKRUPTCY

The Contractor shall inform the NJSPB, in writing, of its intention to file a petition for bankruptcy at least ten (10) calendar days prior to filing such a petition.

A Contractor's filing without conforming to this requirement shall be deemed a material pre-petition incurable breach.

In the event of the filing of a petition for bankruptcy, reorganization or liquidation pursuant to any chapter of the Bankruptcy Code, Title 11 U.S.C., the NJSPB shall have the right to terminate the contract under Section 12.19.3.1 (Termination for Contractor Bankruptcy). In the event of termination for Contractor bankruptcy, the Contractor shall cooperate and assist the NJSPB to the fullest extent possible to re-establish prison or jail services and medical services as quickly as possible for those parolees who cannot be maintained under general parole supervision or placed into another specialized program operated by the NJSPB.

12.19.3.4 EFFECT OF CONTRACT TERMINATION

Upon termination of the contract for any reason, (i) the Contractor shall be subject to a final program audit by the NJSPB pursuant to Section 6.3 (Program Audits, Inspections and Visitations); (ii) the NJSPB shall remove all resident parolees from each contracted facility or facilities.

12.20 ELECTRONIC PAYMENTS

With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.state.nj.us to request access to this application.

12.21 NO LITIGATION

The Contractor affirms that there is not now pending or threatened, to the knowledge of the Contractor, any action, suit, or proceeding to which the Contractor is or may be a party, before or by any court or governmental agency or body, which might result in any material adverse change in the Contractor's ability to perform its obligations under this contract, or any such suit or proceeding related to environmental or civil rights matters; and no labor disturbance by the employees of Contractor exists or is imminent which might materially and adversely affect Contractor's ability to perform its obligations under this contract.

12.22 FUTURE LEGISLATIVE MANDATES OR COURT ORDERS

The Contractor shall assume all duties associated with any new laws, regulations, licensure or certification requirements or court orders that affect the PATH Program.

Any licensure and/or certification requirements regarding the PATH Program may result in the transfer of direct obligations under the contract from the NJSPB to the State agency responsible for granting said licensure and/or certification.

12.23 RECORD RETENTION

Financial records, supporting documents, statistical records, and all other records pertinent to the contract shall be retained for a period of seven (7) years, with the following qualifications:

- A. If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- B. Records for non-expendable property acquired with NJSPB funds shall be retained.
- C. The retention period starts from the date of submission of the final expenditure report or for contracts that are renewed annually, from the date of submission of the annual financial report.
- D. In accordance with N.J.A.C.17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

13.0 PROPOSAL EVALUATION

13.1 RIGHT TO WAIVE

The NJSPB reserves the right to waive minor irregularities or omissions in a proposal. The NJSPB also reserves the right to waive a requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the requirement; and
- (3) in the sole discretion of the NJSPB, the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

13.2 RIGHT OF FINAL PROPOSAL ACCEPTANCE

The NJSPB reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the State to do so. The NJSPB shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the NJSPB in accordance with N.J.A.C. 17:12-2.10.

13.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The NJSPB reserves the right to inspect the Bidder's establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facility or facilities for performing the contract.

The NJSPB may also consult with clients of the Bidder during the evaluation of bids. Such consultation is intended to assist the NJSPB in making a contract award which is most advantageous to the State.

13.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The NJSPB reserves the right to request all information which may assist them in making a contract award, including factors necessary to evaluate the Bidder's financial capabilities to perform the contract. Further, the NJSPB reserves the right to request a Bidder to explain, in detail, how the proposal price was determined.

13.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by an Evaluation Committee composed of members of other State departments and agencies together with representative(s) from the NJSPB. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

13.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

After the submission of proposals, unless requested by the NJSPB as noted below, vendor contact with the NJSPB is still not permitted.

After the proposals are reviewed, one, some or all of the Bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities,

informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The Bidder may be required to give an oral presentation to the NJSPB concerning its proposal.

Bidders may not attend the oral presentations of their competitors.

It is within the NJSPB's discretion whether to require the Bidder to give an oral presentation or require the Bidder to submit written responses to questions regarding its proposal. Action by the NJSPB in this regard should not be construed to imply acceptance or rejection of a proposal. The NJSPB will be the sole point of contact regarding any request for an oral presentation or clarification.

13.7 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

13.7.1 TECHNICAL EVALUATION CRITERIA

- a. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The Bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP.
- c. Ability of firm to complete the Scope of Work based on its Technical Proposal: The overall ability of the Bidder to undertake and successfully complete the technical requirements of the contract in a timely manner.

13.7.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, Bidders will be ranked according to the price line K. Per Diem, Per Person price located on the Price Schedule accompanying this RFP.

13.7.3 PROPOSAL DISCREPANCIES

In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

13.7.4 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the NJSPB for award the responsible Bidder(s) whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and

other factors during the evaluation process and makes a recommendation to the NJSPB. The NJSPB may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in RFP Section 13.8 (Negotiation and Best and Final Offer – BAFO) below, the NJSPB reserves the right to negotiate price reductions with the selected Bidder.

13.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating proposals, the NJSPB may enter into negotiations with one Bidder or multiple Bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Bidder or multiple Bidders. Negotiations will be structured by the NJSPB to safeguard information and ensure that all Bidders are treated fairly.

Similarly, the NJSPB may invite one Bidder or multiple Bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Bidder's original proposal will be rejected as non-responsive and the NJSPB will revert to consideration and evaluation of the Bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the Bidder(s). The NJSPB may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

Negotiations will be conducted only in those circumstances where they are deemed by the NJSPB to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Bidder.

All contacts, records of initial evaluations, any correspondence with Bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

NOTE: If the NJSPB contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each Bidder will be publicly announced at the proposal submission opening.

13.9 COMPLAINTS

A Bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued as a result of this RFP.

14.0 CONTRACT AWARD

14.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

14.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER NO. 117 (2008)

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division of Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the NJSPB with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the NJSPB, the Certification and Disclosure(s) within five (5) business days of the NJSPB's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

14.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the NJSPB shall be performed within the United States, except when the NJSPB certifies in writing a finding that a required service cannot be provided by a Contractor or Subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFP. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE NJSPB SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the Bidder shall state with specificity the reasons why the services cannot be so performed. The NJSPB shall determine whether sufficient justification

has been provided by the Bidder to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the State Treasurer.

14.1.2.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the Contractor or Subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the NJSPB.

14.1.3 AFFIRMATIVE ACTION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

14.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. (Refer to Section 11.11.2.1 (Business Registration) of this RFP for further information.)

14.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible Bidder(s), whose proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the NJSPB determines that it is in the public interest to do so.

14.3 PROCESS FOR APPEAL

Bidders shall have ten (10) business days following receipt of notice from the NJSPB in which to appeal award decisions. All appeals shall be in writing and addressed to the attention of Mr. Leonard Ward, Director, Divisions of Parole and Community Programs, NJSPB, P.O. Box 862, Trenton, NJ 08625. Appeals shall be reviewed and responded to, in writing, within ten (10) business days after the close of the ten (10) business day appeal period.

14.4 INSURANCE CERTIFICATES

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

15.0 MISCELLANEOUS

15.1 EXERCISE OF RIGHTS

A failure or delay on the part of the NJSPB in exercising any right, power or privilege under this contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or any other right, power or privilege.

The Contractor agrees to send copies of any and all documents, which have been filed in any lawsuit naming the Contractor and/or its employees, which concern the obligation of the contractor under this contract to the NJSPB. The Contractor shall also provide notice of any claim, threat of suit, pre-suit documents or pleadings to the NJSPB.

The Contractor shall not waive, release, or otherwise forfeit any possible defense the NJSPB may have regarding claims arising from or made in connection with the operation of the facility or facilities by the Contractor without the consent of the NJSPB. The Contractor shall preserve all such available defense and cooperate with the State to make such defense available to the maximum extent allowed by law.

Nothing herein is intended to deprive the NJSPB of the benefits of any law limiting exposure to liability and/or setting a ceiling on damages, or any laws establishing defense (s) for the NJSPB.

15.2 SOVEREIGN IMMUNITY

The sovereign immunity of the NJSPB shall not apply to the Contractor nor any Subcontractor, agent, employee, or insurer of the Contractor. Neither the Contractor nor any Subcontractor, agent, employee, or insurer of the Contractor may plead the defense of sovereign immunity in any action arising out of the performances of or failure to perform any responsibility or duty under this contract.

15.3 NOTICES

All official notices shall be hand-delivered or sent certified mail, return receipt requested to:

State: Chairman, New Jersey State Parole Board and/or designee
Contractor: Chief Executive Officer

The notice shall be deemed to be received on the date of the hand-delivery or on the third (3rd) day after mailing via certified mail.

Exhibit A

Pre-Employment Screening Form



CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT. GOVERNOR

State of New Jersey
NEW JERSEY STATE PAROLE BOARD
P.O. BOX 862
TRENTON, NEW JERSEY 08625
TELEPHONE NUMBER: (609) 292-4257

JAMES T. PLOUSIS
CHAIRMAN

SAMUEL J. PLUMERI, JR.
VICE-CHAIRMAN

COMMUNITY PROGRAMS DIVISION
CONTRACTED PROVIDER OFFER OF EMPLOYMENT SUBMISSION FORM

This original form is to be completed by the applicant and the contracted service provider in its entirety, with all necessary documentation attached as required. The program Director's signature is required under Section 1 – Provider Certification prior to submission to the NJSPB. **The Contractor will be requested to resubmit incomplete applications. Further, applicants who have served a sentence or are under probation or parole supervision must not be hired until the individual has been released from the aforementioned for a minimum of 3 years.**

Section 1 - Provider Certification

We, _____ (name of Contractor) attest that the person listed below has provided full and satisfactory proof of their identity, that s/he has submitted a complete and truthful employment application, and that a **full criminal history background check** has been completed.

NOTE: A **full criminal history background check** should include a Federal Criminal National Record Search, New Jersey CCH Criminal History Record Search, SSN Trace & Address Locator Search, County Criminal Record Search, NCIC Wanted Person Check and DMV Status and History Record.

Name of Program Director (Please Print): _____

Signature: _____

Title: _____

Date: _____

Complete Section II Below

Attach legible copies of:

Social Security Card
Current Driver's License
Government Issued Photo Identification

NOTE: It is recommended that copies be enlarged to 150% to make them more legible.

It is understood that the New Jersey State Parole Board, Office of Professional Standards, will verify from the information provided that the subject/applicant is not precluded from employment due to one or more of the following reasons:

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- A. Currently under any form of criminal justice supervision.
 - B. Has been under any form of criminal justice supervision within the past **3 years**.
 - C. Has completed a sentence for a felony conviction within the past **3 years**.
 - D. Has been convicted for 'index offenses' (Murder, Rape, Robbery, Burglary, Aggravated Assault, Larceny over \$50, Motor Vehicle Theft and Arson), and all sexual offenses enumerates below.
- Applicants with a documented history of convictions per these offenses will be excluded from employment on all NJSPB contracts.

****A conviction, adjudication of delinquency, or acquittal by reason of insanity for aggravated sexual assault; sexual assault; aggravated criminal sexual contact; kidnapping pursuant to paragraph (2) of subsection c. of N.J.S.2C:13-1; endangering the welfare of a child by engaging in sexual conduct which would impair or debauch the morals of the child pursuant to subsection a. of N.J.S.2C:24-4; endangering the welfare of a child pursuant to paragraphs (3) or (4) or subparagraph (a) of paragraph (5) of subsection b. of N.J.S.2C:24-4; luring or enticing pursuant to section 1 of P.L.1993, c.291 (C.2C:13-6); criminal sexual contact pursuant to N.J.S.2C:14-3b. if the victim is a minor; Kidnapping pursuant to N.J.S.2C:13-1, criminal restraint pursuant to N.J.S.2C:13-2, or false imprisonment pursuant to N.J.S.2C:13-3 if the victim is a minor and the offender is not the parent of the victim; knowingly promoting prostitution of a child pursuant to paragraph (3) or paragraph (4) of subsection b. of N.J.S.2C:34-1; or an attempt to commit any of these enumerated offenses if the conviction, adjudication of delinquency or acquittal by reason of insanity is entered on or after the effective date of this act or the offender is serving a sentence of incarceration, probation, parole or other form of community supervision as a result of the offense or is confined following acquittal by reason of insanity or as a result of civil commitment on the effective date of this act.**

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Section 2 - Applicant Information

NAME _____ DOB _____
LAST FIRST MIDDLE MONTH DAY YEAR

RACE _____ SEX _____ SOCIAL SECURITY # _____

AKA (IF APPLICABLE) _____ MAIDEN NAME _____

COLOR EYES _____ COLOR HAIR _____ PLACE OF BIRTH _____
CITY STATE COUNTRY

PRESENT ADDRESS _____ TOWN/CITY _____ STATE _____ ZIP _____

DRIVER'S LICENSE# _____ STATE ISSUED _____

PROGRAM NAME _____

POSITION _____ ANTICIPATED DATE OF HIRE _____

HOURS _____ DAYS _____

(Upon completion of this form, please forward to: **Renea Rostas**, New Jersey State Parole Board, Community Programs Division, P.O. Box 862, Trenton, NJ 08625.

Section 3 – Office of Professional Standards Review

The application has been researched and the results are attached to this document.

NAME _____ TITLE _____ DATE _____

Please provide results to: Leonard Ward, Director, Divisions of Parole and Community Programs.

PRICE SCHEDULE INSTRUCTIONS

The Bidder **must** provide a price for each Price Line for each program it is submitting a proposal for or the proposal will be considered non-responsive.

*The Bidder **must** itemize Administrative Expenses and provide a detailed explanation of the basis for such expenses and a copy of any Indirect Cost Agreements with Federal or State agencies as may be applicable.

The Bidder **must submit the number and location(s) of residential beds on Line I of the Price Schedule that it is proposing to provide with respect to each program for which it is submitting a proposal.

***Price used to rank bids.

****The Bidder **must** submit an all-inclusive blended hourly rate for litigation support performed in fulfillment of the requirements of this RFP upon request by the NJSPB (see RFP Section 9.25 – Litigation Support).

PRICE SCHEDULE

Proposed Budget for the Parole Aftercare and Transitional Housing (PATH) Program Expenses Associated with Parole Aftercare and Transitional Housing (PATH) Programming.

A. Program Personnel Costs

List Personnel Positions

Staff Salaries: \$ _____

Fringe Benefits: \$ _____

Total A \$ _____

B. Professional Fees/Contract Services

Total B \$ _____

C. Program Operating Costs

Facility/Occupancy Costs	\$ _____
Maintenance and Repair	\$ _____
Equipment	\$ _____
Utilities	\$ _____
Food Service	\$ _____
Telephone	\$ _____
Postage	\$ _____
Transportation	\$ _____
Insurance	\$ _____
Office Supplies	\$ _____
Household Supplies	\$ _____
Program Supplies	\$ _____
Licenses/Permits	\$ _____
Conferences/Training	\$ _____

Total C \$ _____

D. Administration Expenses*

(Itemize Each Expense) _____

Total D \$ _____

E. Other Costs (indicate)

_____	\$ _____
_____	\$ _____
_____	\$ _____

Total E \$ _____

F. Grand Total Budget Costs (A+B+C+D+E=)

Total F \$ _____

G. Administrative % of Grand Total Costs (D Divided by F=) _____%

H. Proposed Residential Beds** **#** _____
 LOCATION(S) _____
I. Proposed Per Diem Rate (100% Occupancy) (F Divided by H=) \$ _____ *Per Diem Rate*
J. Per Diem, Per Person* (I Divided by H=)** \$ _____ *Per Diem, Per Resident Parolee Rate*
K. Litigation Support** (RFP Section 9.25)** \$ _____ *Per Hour Rate*